

EAST DUNDEE

PRESIDENT AND BOARD OF TRUSTEES

Special Meeting

Monday, June 24, 2024

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room
115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call – Trustee Mahony
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve Regular Village Board Meeting Minutes Dated May 20, 2024](#)
 - b. [Motion to Approve Joint Village Board and Planning, Zoning and Historic District Workshop Meeting Minutes Dated May 30, 2024](#)
 - c. [Motion to Approve Regular Village Board Meeting Minutes Dated June 3, 2024](#)
 - d. [Motion to Accept the Warrants List in the Amount of \\$268,422.59](#)
 - e. [Motion to Approve an Ordinance Amending Chapter 121 of the East Dundee Village Code Regarding Raffle Application and Raffle Manager Requirements](#)
 - f. [Motion to Approve a Resolution Adopting a Mural Policy](#)
 - g. [Motion to Approve a Resolution Authorizing a FY2024 Dundee Crossings Business Development District \(BDD\) Façade Improvement Grant in the Amount of \\$25,000 to Kathleen Bucci Bergeron \(Mockingbird Bar + Garden\)](#)
 - h. [Motion to Approve an Ordinance Approving the Issuance of a TIF Note to Pal Land, LLC \(Christina Drive TIF District – TIF Note No. 9 - \\$37,955.71\)](#)
 - i. [Motion to Approve an Ordinance Approving the Issuance of a TIF Note to Pal Land, LLC \(Route 25 TIF District – TIF NOTE NO. 11 - \\$127,881.95\)](#)
6. Other Agenda Items
 - a. [Motion to Approve a Resolution Authorizing the Execution of the Agreement for TIF Planning Services between Vandewalle & Associates and the Village of East Dundee](#)
 - b. [2023 Police Department Annual Report](#)
 - c. [Review and Feedback on the Request for Proposals \(RFP\) for the Redevelopment of Village Owned Property at 7 Maiden Lane, East Dundee](#)
 - d. [Selection of a Location for a Post Clock from Lumichron Commercial Clocks to be Installed at the Depot Complex](#)

- e. [Motion to Advise and Consent of the Village President's Appointment of Scott Cox to the Board of Police Commissioners](#)
 - f. Motion to Advise and Consent of the Village President's Appointment of Kim Brunner to the Depot Council
 - g. Motion to Advise and Consent of the Village President's Appointment of Peggy Scarpelli to the Depot Council
7. Village President and Board Reports
8. Staff Reports
9. Executive Session
Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.
10. Adjournment

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Mahony, Kunze, Saviano, Sauder, and President Lynam. Trustees Brittin and Treiber were absent.

Also in attendance are Administrator Erika Storlie, Chief of Police Josh Fourdyce, Director of Public Works Phil Cotter, Management Intern Caleb Haydock, Village Engineer Joe Heinz, Attorney Kelley Gandurski and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT: None

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated May 6, 2024**
- b. Motion to Accept the Warrants Lists in the Amount of \$ 889,499.72**
- c. Motion to Approve a Resolution Authorizing the Village to Waive Competitive Bidding and Enter into an Agreement with Albrecht Enterprises, Inc. for the Demolition and Removal of 2 and 4 N Van Buren Street**

Motion to Approve the Consent Agenda by Kunze/Mahony.

Roll: Ayes – 5 – Mahony, Kunze, Saviano, Sauder and President Lynam. Nays – 0. Absent – 2 – Brittin and Treiber.

Motion carries.

*President Lynam casted his vote for **Consent Agenda item c** later in the meeting, immediately following the vote for Agenda Item d.*

OTHER AGENDA ITEMS:

- a. Swearing in of Sergeant Kevin Lawson**

Chief Fourdyce provided an overview of Lawson's law enforcement career and accomplishments.

Clerk Diehl swore in Sergeant Kevin Lawson.

- b. Discussion of the Possibility of Adding a Performing Arts Venue in the Downtown**

CEO and Executive Director of the Raue Center for the Arts, Richard Kuranda, provided a presentation of ideas for the possibility of a performing arts venue in downtown East Dundee.

- c. Downtown Parking Garage Final Design Discussion**

Administrator Storlie stated that the Planning, Zoning and Historic Commission has reviewed some of the final proposals for the garage design and has decided on a final version. She has brought this forth to the Village Board to either endorse the selection or to go in another direction. After some discussion and review of various brick color/design samples, there was consensus to choose brick colors "Illini Common" and "Adrian", arched windows design for the elevator tower, regular Non-Class A façade finish and flat black paint.

d. Motion to Approve an Ordinance Providing for the Issuance of not to exceed \$6,500,000 General Obligation Bonds, in one or More Series for the Purpose of Financing the Costs of Certain Capital Projects in the Village, Refunding Certain Outstanding Obligations of the Village, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on said Bonds, and Authorizing the Proposed Sale of Said Bonds to the Purchaser Thereof

Motion to Approve an Ordinance Providing for the Issuance of not to exceed \$6,500,000 General Obligation Bonds, in one or More Series for the Purpose of Financing the Costs of Certain Capital Projects in the Village, Refunding Certain Outstanding Obligations of the Village, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on said Bonds, and Authorizing the Proposed Sale of Said Bonds to the Purchaser Thereof by Kunze/Saviano.

Discussion:

Administrator Storlie explained that the construction timeline is to break ground in July with a target date of completion of November 2024. She explained that the proposed funding for this project will come from multiple sources which include grants, TIF funding and a bond. McHugh is currently bidding out the project. Once a final cost is provided, the construction contract will return to the Village Board for approval for a final amendment with detailed pricing. She advised that the Village had an increased credit rating last week and therefore, will save substantial interest costs and can refinance an existing bond from 2012 at lower interest. Storlie went on to say that this is a general obligation bond, and municipalities receive good rates on these bonds because they have the ability to levy a tax to pay them. She reiterated that for the duration of this project, the Village does not intend to levy any tax to pay for this garage. She advised that the Village has almost \$1 million in grants from the state of Illinois, \$1.5 million in TIF funding, and the remaining portion will be borrowed. When repaying the debt, she explained that the Village will use BDD tax and other options that wouldn't include any tax on the residents. Trustee Kunze asked if grants could still be applied for in the future. Storlie responded that the Village will continue to pursue any and all grants and some can offset different parts of the project.

Storlie closed by stating that the parking garage is an investment and an economic engine in it of itself. She stated that the garage is one of the biggest reasons that the Raue Center for the Arts is interested in coming to East Dundee and it is a big economic driver. The garage will help in the success of the downtown establishments, where there are opportunities to add more commercial space. She said the economics make sense and this would not be recommended if the Village felt the return on investment was not there. The garage aligns with the Village's long-term goals.

Roll: Ayes – 4 – Mahony, Kunze, Saviano and Sauder. Nays – 0. Absent – 2 – Brittin and Treiber.
Motion carries.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Thanked Public Works for attempting to retrieve a resident's cell phone from the storm sewer. He also thanked for the mowing an overgrown area in the Northgate Manor neighborhood.

Brittin: None

Kunze: Thanked Public Works for having tree trimming done on the Haeger property.

Mahony: Thanked all who were involved in the efforts of the closing of the Haeger property. Next, she asked Bill Zelsdorf if the Saturday market is slow to get started. Bill stated that there were graduations last weekend and a community-wide garage sale in the area that may have caused attendance numbers to be down. Lastly, Mahony asked President Lynam if he could advise on his recommendations for The Depot Council and if this could appear on the next meeting agenda. President Lynam advised that he would do this.

Sauder: Asked if the previously village acquired parking lot near Haeger can be open for public parking. Storlie stated that she would like Police and Public Works to look at it to make sure there is safe entry and exit to it. Then the Village will place signs there to allow for public parking for the time being. He suggested placing bike parking signs at the lot by the trail to encourage bicyclists to park there instead of in the congested, busier areas as a temporary solution.

Saviano: Reported that the Wall that Heals is coming next week and she has volunteered to place flags by the VFW tomorrow and sign in the motorcyclists for the ride that comes through town.

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: Gandurski congratulated the Village on the closing of the acquisition of the Haeger property and thanked all who were involved that helped make it happen.

Police Chief: Fourdyce reported that the Wall that Heals procession is expected to come through East Dundee around 4-4:15 p.m. on Wednesday.

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting at 7:30 p.m. by Mahony/Kunze.

Roll: Ayes – 5 – Mahony, Kunze, Saviano, Sauder and President Lynam. Nays – 0. Absent – 2 – Brittin and Treiber.

Motion carries. Meeting Adjourns.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Joint Village Board and Planning, Zoning, and Historic District Workshop
Village of East Dundee
Cook and Kane County, Illinois
May 30, 2024

1) CALL TO ORDER

President Lynam called to order the Village of East Dundee Special Joint Workshop Meeting at 6:30 p.m.

2) ROLL CALL:

Trustees Mahony, Brittin, Sauder, Kunze, and President Lynam were present. Trustees Saviano and Treiber were absent. Quorum was met.

Commissioner Feck, Reyes-Brahar, Steneck, Scarpelli, Myers, and Chair Brunner were present.

Commissioner Krueger was absent. Quorum was met.

Also in attendance: Village Administrator Erika Storlie, Assistant to the Village Administrator Franco Bottalico, and Financial and Administrative Services Director Brandiss West.

3) PLEDGE OF ALLEGIANCE: Recited

4) PUBLIC COMMENT: None

5) OTHER AGENDA ITEMS:

a. Joint Workshop Discussion Regarding Initial Planning for the Comprehensive Plan

Discussion:

President Lynam opened the meeting to Village Administrator Storlie who provided the bodies with a background regarding the comprehensive (“comp”) plan process. She explained that NIU is the Village’s contractor who will provide this service. The last comp plan was from 22 years ago in 2002.

Mim Evans of NIU and her planning team member, Todd Vanadilok of Egret & Ox Planning, LLC, introduced themselves. Mim Evans explained she and Todd are seeking high level input from the bodies to incorporate and provide direction in their comp plan initial planning phase. They are also accepting input from the general public via surveys, data collection, the comp plan website, and task forces comprised of community volunteers. Todd Vanadilok also described the historic district guidelines process and direction which will be a standalone document from the comp plan. The consultants had both bodies break out into working groups with copies of the Village map. Each group indicated to the Board what and where they desired to see updated, changed, envisioned.

Trustee Kunze mentioned that Urban3 group can measure, per acre, how much money that parcel generates, and how much it would cost the Village. He expressed that he will try and reach out to them to see what type or cost of service they offer.

The joint bodies directed NIU and staff to reach out to the large business property owners, both incorporated and unincorporated, to learn more about their future visions. They also asked that the website stays up to date and communication is made via social media.

Mim Evans stated the next steps will be for the task forces to meet. NIU will come back to the PZHC and VB for a future meeting before final approval scheduled for Spring of 2025.

Motion to adjourn by Trustee Brittin and seconded by Trustee Kunze. Motion is carried by voice vote. The meeting adjourned at 8:25 pm.

Joint Village Board and Planning, Zoning, and Historic District Workshop
Village of East Dundee
Cook and Kane County, Illinois
May 30, 2024

Respectfully submitted,

Franco Bottalico

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Through: _____
Franco Bottalico, Assistant to the Village Administrator

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Regular Village Board Meeting at 7:38 p.m.

ROLL CALL:

Trustees Mahony, Kunze, Brittin, Sauder, Treiber and President Lynam. Trustee Saviano was absent.

Also in attendance are Director of Public Works Phil Cotter, Assistant to the Administrator Franco Bottalico Village Engineer Joe Heinz, Attorney Kelley Gandurski, Management Intern Caleb Haydock and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT:

Mike Beasley – East Dundee Resident

Mr. Beasley stated that he lives adjacent to the property of the proposed parking garage. He asked if the Village would consider putting in a structure or fencing barrier between the garage and the adjacent homes to help separate the lot from the residential properties. Trustee Kunze noted that the Village Board has not yet approved the contract for the garage.

Michael Hampe – East Dundee Resident

Mr. Hampe asked if the groundbreaking will take place next month. Trustee Lynam responded that the groundbreaking is slated to take place next month. Mr. Hampe asked if it was for the structure itself or for surface parking. President Lynam advised that it is for the structure. Trustee Brittin reiterated that the contract is not approved yet. Mr. Hampe advised that he is against the construction of a structure but not for the surface.

PUBLIC HEARING:

- a. A request to rezone 309 Jackson Street, East Dundee IL, 60118, PIN 03-23-320-006 from R3-Single Family Residence District to B1-Downtown Business District as described in Section 157.051
- b. In conjunction with a request to rezone the property, a request for a special use permit for “parking lot; commercial” as described in Section 157.050(F)(1)(g)(3) to be located at 309 Jackson Street, East Dundee, IL, 60118, PIN 03-23-320-006, in the R-3 Single-Family Residence District, and to be located at 304 Hill Street, East Dundee, IL, 60118, PIN 03-23-320-001, in the B-1 Downtown Business District

President Lynam opened the public hearings.

Clerk Diehl swears in Frank Scarpelli.

Scarpelli stated that tonight’s agenda is for approval for a special use permit for a parking lot. He asked if the approval should be for a parking structure. Attorney Gandurski stated that this is for a commercial parking lot and is within the confines of the definition of the code. Scarpelli stated that the Village is going to incur a lot of debt for infrastructure projects already and voiced concern with taking on more debt.

There were no other comments or questions from the public. President Lynam closed the public hearings.

CONSENT AGENDA:

- a. Motion to Accept the Warrants Lists in the Amount of \$118,276.47

b. Motion to Approve a Resolution Accepting Public Improvements for the High Street Development located at 1191 E. Main Street and Reducing the Letter of Credit (LOC) to \$12,462.45 for 15 months

Motion to Approve the Consent Agenda by Kunze/Treiber.

In reference to item b, President Lynam asked Engineer Heinz if the punch list still exists. Heinz advised that the punch list is cleared and that the Letter of Credit is for maintenance over the next 15 months in the event anything needs to be addressed.

Roll: Ayes – 5 – Mahony, Kunze, Sauder, Brittin and Treiber. Nays – 0. Absent – 1 – Saviano.
Motion carries.

OTHER AGENDA ITEMS:

a. Motion to Approve a Findings of Fact Regarding a Request to Rezone 309 Jackson Street, East Dundee, IL 60118, PIN 03-23-320-006 from R3 Single Family Residence to B1 Downtown Business District

Motion to Approve a Findings of Fact Regarding a Request to Rezone 309 Jackson Street, East Dundee, IL 60118, PIN 03-23-320-006 from R3 Single Family Residence to B1 Downtown Business District by Kunze/Sauder.

Roll: Ayes – 5 – Mahony, Kunze, Sauder, Brittin and Treiber. Nays – 0. Absent – 1 – Saviano.
Motion carries.

b. Motion to Approve an Ordinance Rezoning 309 Jackson Street, East Dundee, IL 60118 PIN 03-23-320-006 from R3 Single Family Residence District to B1 Downtown Business District

Motion to Approve an Ordinance Rezoning 309 Jackson Street, East Dundee, IL 60118 PIN 03-23-320-006 from R3 Single Family Residence District to B1 Downtown Business District by Treiber/Sauder.

Roll: Ayes – 5 – Mahony, Kunze, Sauder, Brittin and Treiber. Nays – 0. Absent – 1 – Saviano.
Motion carries.

c. Motion to Approve a Findings of Fact Regarding a Special Use Permit for a Parking Garage for the Properties Located at 309 Jackson Street PIN 03-23-320-006 and 304 Hill Street PIN 03-23-320-001 East Dundee, IL 60118

Motion to Approve a Findings of Fact Regarding a Special Use Permit for a Parking Garage for the Properties Located at 309 Jackson Street PIN 03-23-320-006 and 304 Hill Street PIN 03-23-320-001 East Dundee, IL 60118 by Sauder/Treiber.

Attorney Gandurski stated that the ordinance reflects that the special use is for a commercial parking lot. She said this it is for the garage, which is a commercial parking structure.

Roll: Ayes – 4 – Mahony, Kunze, Sauder and Treiber. Nays – 0. Present – 1 – Brittin. Absent – 1 – Saviano.
Motion carries.

d. Motion to Approve an Ordinance Granting a Special Use Permit for a Parking Garage for the Properties Located at 309 Jackson Street PIN 03-23-320-006 and 304 Hill Street PIN 03-23-320-001 East Dundee IL, 60118 as Described in Section 157.050(F)(1)(g)(3) of the Zoning Ordinance

Motion to Approve an Ordinance Granting a Special Use Permit for a Parking Garage for the Properties Located at 309 Jackson Street PIN 03-23-320-006 and 304 Hill Street PIN 03-23-320-001 East Dundee IL, 60118 as Described in Section 157.050(F)(1)(g)(3) of the Zoning Ordinance by Sauder/Treiber.

Roll: Ayes – 4 – Mahony, Kunze, Sauder and Treiber. Nays – 0. Present – 1 – Brittin. Absent – 1 – Saviano. Motion carries.

The following motions took place at the conclusion of the meeting after the Village Attorney Report.
Motion to reconsider the vote by Mahony/Kunze.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Sauder and Treiber. Nays – 0. Absent – 1 – Saviano. Motion carries.

Motion to amend the original motion to Approve an Ordinance Granting a Special Use Permit for a **Commercial Parking Lot** for the Properties Located at 309 Jackson Street PIN 03-23-320-006 and 304 Hill Street PIN 03-23-320-001 East Dundee IL, 60118 as Described in Section 157.050(F)(1)(g)(3) of the Zoning Ordinance by Kunze/Sauder.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Sauder and Treiber. Nays – 0. Absent – 1 – Saviano. Motion carries.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that the Northern Kane County Chamber of Commerce Annual Mayor's Breakfast was held on May 22 and was well attended. He also stated that he attended Ribbon cutting celebrations for Santa's Village's 65th Anniversary and Warner & Troost's 125th Anniversary. He advised that the Bonnie Dundee Golf Club will be celebrating their 100th anniversary on June 22 with an event open to the public. Next, he reported that the first Thirsty Thursday event of the summer season was well attended. He advised that he sent an email to the Board members with his candidate recommendations for various committees. He welcomes any comments or questions before proceeding with the appointments. Lastly, he extended well wishes to Carpentersville Trustee Denise Richards.

Brittin: Advised that there is a fundraiser event at Black & Gray Brewing on June 22 for a local police officer. She also reminded of the fireworks display happening on Saturday at the Fox River footbridge as well as Duke's Blues Fest taking place in Carpentersville.

Kunze: None

Mahony: Reported that the first Thirsty Thursday event of the season was great. S asked that Bottalico forward the committee candidate applications under consideration to the Board members.

Sauder: None

Saviano: None

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: Gandurski explained that the title of the ordinance had a Scribner's error naming a "parking garage". She advised that the body of the ordinance and all the notices name it as "commercial parking lot". She said that is what may have caused confusion and that the title will be corrected. She

proposed redoing the vote prior to adjourning the meeting if that was what the Board would like to do. Trustee Brittin stated that she would redo her vote if that were the case. See above (under Agenda item d) for the reconsideration of the vote and the revote.

Police Chief: None

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

Assistant to Administrator: Bottalico stated that Finance and Administrative Services Director West will be polling the Board members for the upcoming strategic plan meetings with Northern Illinois University.

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting at 8:00 p.m. by Mahony/Kunze.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Treiber, Sauder and President Lynam. Nays – 0. Absent – 1 – Saviano.

Motion carries. Meeting Adjourns.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
053124	INSECT KILLER	05/31/2024	41.98		01-31-5630
053124	EXT CORD	05/31/2024	13.43		01-31-5630
053124	VH OFFICE RENOV	05/31/2024	32.72		32-15-5948
053124	SPRAY PAINT WW LIFT STATIO	05/31/2024	20.00		60-33-5111
Total ACE HARDWARE:			108.13		
ALARM DETECTION SYSTEMS					
229066-1013	WTP ALARM	06/09/2024	392.97		60-33-5290
124596-1004	WWTP ALARM SERV	06/09/2024	261.00		60-33-5291
Total ALARM DETECTION SYSTEMS:			653.97		
ALL AMERICAN FLAG COMPANY					
7318	USA FLAGS	06/05/2024	515.00		01-31-5110
Total ALL AMERICAN FLAG COMPANY:			515.00		
ALL TRAFFIC SOLUTIONS					
40850	POWER KIT	05/23/2024	896.88		01-21-5630
Total ALL TRAFFIC SOLUTIONS:			896.88		
AMALGAMATED BANK OF CHICAGO					
58290624	ADMIN FEE	06/01/2024	237.49		39-01-5810
Total AMALGAMATED BANK OF CHICAGO:			237.49		
ANA LOPEZ - C/O PETTY CASH - VH					
061724	KITCHEN UTENSILS	06/17/2024	13.56		01-12-5630
061724	PUBLIC WORKS APP LUNCH TI	06/17/2024	80.00		01-12-5645
061724	VOL BASSET TRAINING	06/17/2024	39.50		01-37-5790
061724	IEPA WATER LIC REN	06/17/2024	20.00		60-33-5430
Total ANA LOPEZ - C/O PETTY CASH - VH:			153.06		
ASSURANT FIRE PROTECTION, LLC					
301242-1	BACKFLOW INSPECTION	05/31/2024	1,030.00		01-12-5110
23975	BACKFLOW INSPECTION	05/31/2024	2,840.00		01-21-5121
24102	WW BACKFLOW	06/10/2024	800.00		60-33-5111
Total ASSURANT FIRE PROTECTION, LLC:			4,670.00		
AZAVAR AUDIT SOLUTIONS					
157835	LOCALGOV SERVICES AND LIC	05/31/2024	5,000.00		01-12-5290
Total AZAVAR AUDIT SOLUTIONS:			5,000.00		
BATEMAN LAW OFFICES, LTD					
060724	EDPD AA HEARING	06/07/2024	380.00		01-21-5230
060724	AA BUILDING	06/07/2024	118.75		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			498.75		
BEVERLY MATERIALS INC.					
305094	STONE	05/31/2024	450.86		01-31-5150

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total BEVERLY MATERIALS INC.:			450.86		
BLUE CROSS BLUE SHIELD					
060124	BCBS ADMIN	06/01/2024	3,882.28		01-12-5060
060124	BCBS FIN	06/01/2024	1,000.57		01-14-5060
060124	BCBS PD	06/01/2024	28,925.50		01-21-5060
060124	BCBS BLDG	06/01/2024	1,809.35		01-25-5060
060124	BCBS PW	06/01/2024	6,507.24		01-31-5060
060124	BCBS EMP CONTRIB	06/01/2024	5,138.68		27-01-2207
060124	BCBS RETIREES	06/01/2024	6,021.27		27-01-2210
060124	BCBS WTR/SWR	06/01/2024	8,144.85		60-33-5060
Total BLUE CROSS BLUE SHIELD:			61,429.74		
CINTAS FIRST AID & SAFETY					
4194908780	MATS - VH	06/05/2024	53.57		01-12-5110
419490884	MATS PD	06/05/2024	50.77		01-21-5121
Total CINTAS FIRST AID & SAFETY:			104.34		
CIVICSERV LLC					
1060	TIFIQ ANNUAL	06/01/2024	6,000.00		35-01-5230
Total CIVICSERV LLC:			6,000.00		
CLARK HILL PLC					
1438545	LEGAL SERV PD	05/21/2024	3,546.50		01-21-5230
1438545	LEGAL SERV PW	05/21/2024	142.00		01-31-5230
Total CLARK HILL PLC:			3,688.50		
COMED					
053124	SIGNALS & STREET LIGHTS	05/31/2024	210.67		28-01-5510
Total COMED:			210.67		
COVERALL NORTH AMERICA DBA					
1010729861	CLEANING VH	06/01/2024	329.00		01-12-5110
1010729861	CLEANING POLICE	06/01/2024	1,410.00		01-21-5121
1010729861	CLEANING PW 446 ELGIN AVE	06/01/2024	95.00		01-31-5110
1010729861	CLEANING DEPOT	06/01/2024	95.00		01-31-5196
1010729861	CLEANING PW PRAIRIE LAKE	06/01/2024	236.00		60-33-5110
1010729861	CLEANING PW 401 ELGIN AVE	06/01/2024	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			2,401.00		
DIRECT ENERGY					
241490054463	STREET LIGHTS	05/28/2024	718.53		01-31-5510
241490054463	W & WW UTILITIES	05/28/2024	15,733.80		60-33-5510
Total DIRECT ENERGY:			16,452.33		
DUNDEE LANDSCAPE CONSTRUCTION					
7071	VH DRAWINGS RENDERINGS	05/25/2024	150.00		34-01-5946

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DUNDEE LANDSCAPE CONSTRUCTION:			150.00		
DUNDEE NAPA AUTO PARTS					
478485	CABLE TIES	06/04/2024	134.14		01-31-5630
478712	OPER SUPPLIES	06/06/2024	3.27		01-31-5630
478525	STREET LIGHT POLE REPAIR T	06/04/2024	17.93		01-31-5640
478096	BULBS FOR WW	05/30/2024	47.70		60-33-5630
Total DUNDEE NAPA AUTO PARTS:			203.04		
ED'S, RENTAL & SALES INC					
421596-3	STUMP GRINDER/TRAILER	06/05/2024	580.75		01-31-5530
421792-3	ROLLER RENTAL	06/06/2024	506.00		01-31-5530
Total ED'S, RENTAL & SALES INC:			1,086.75		
EMPLOYEE BENEFITS CORP					
4428712	FLEX PLAN	04/15/2024	60.00		01-12-5060
Total EMPLOYEE BENEFITS CORP:			60.00		
FEHR GRAHAM					
123325	IDOT FOLLOW UP	05/24/2024	1,513.75		38-01-5220
Total FEHR GRAHAM:			1,513.75		
FIFTH ASSET, INC					
2004838	LEASE MANAGEMENT SOFT	06/01/2024	8,500.00		01-14-5286
Total FIFTH ASSET, INC:			8,500.00		
FIRST COMMUNICATIONS					
126748465	VH PHONES	06/06/2024	237.46		01-12-5320
126748465	PHONE DEPOT	06/06/2024	20.51		01-12-5320
126748465	PHONES PD	06/06/2024	1,293.80		01-21-5320
126748465	PHONES WATER	06/06/2024	428.46		01-31-5320
126748465	PHONES P/W	06/06/2024	106.56		01-31-5320
126748465	PHONES SEWER	06/06/2024	464.14		60-33-5320
Total FIRST COMMUNICATIONS:			2,550.93		
FLOCK GROUP, INC					
40967	FLOCK CAMERA SYSTEM	05/31/2024	16,550.00		01-21-5940
Total FLOCK GROUP, INC:			16,550.00		
FLOOD BROTHERS					
060124	MONTHLY SERVICE	06/01/2024	23,110.05		01-33-5180
Total FLOOD BROTHERS:			23,110.05		
FULLIFE SAFETY CENTER					
70283	FORESTRY SAFETY SUPPLIES	05/20/2024	44.96		01-31-5630
70285	CALIBRATE AIR GAS MONITOR	05/29/2024	79.00		60-33-5131

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total FULLIFE SAFETY CENTER:			123.96		
GORDON FLESCH COMPANY, INC					
14709130	COPIER DEPOT OVERAGES	06/01/2024	36.30		01-37-5340
Total GORDON FLESCH COMPANY, INC:			36.30		
GRAINGER, INC.					
9141379355	PARTS FOR WHITE FENCE	06/05/2024	50.34		01-31-5630
9141874546	HVAC FILTERS	06/05/2024	44.04		60-33-5110
Total GRAINGER, INC.:			94.38		
GRIFFIN WILLIAMS MCMAHON & WALSH LLP					
20233	LOCAL PROSECUTIONS	06/03/2024	750.00		01-21-5230
Total GRIFFIN WILLIAMS MCMAHON & WALSH LLP:			750.00		
HAWKINS, INC.					
6773552	WW CHEMICALS	06/03/2024	1,765.67		60-33-5651
6777187	WW CHEMICALS	06/07/2024	4,713.46		60-33-5651
Total HAWKINS, INC.:			6,479.13		
HEINZ, GERALD & ASSOC.					
21227	BEVERLY UTIL EXT	06/05/2024	567.00		01-09-4210
21218	MISC ENGINEERING	06/05/2024	486.00		01-12-5220
21222	VH PARKING LOT	06/05/2024	1,134.00		01-12-5220
21225	2024 STREET PROGRAM	06/05/2024	1,953.00		32-31-6090
21223	23 MICHIGAN	06/05/2024	162.00		85-01-2031
21219	TERRA LOT 2	06/05/2024	243.00		85-01-2386
21221	TERRA LOT 2	06/05/2024	81.00		85-01-2386
21220	590 HEALY	06/05/2024	162.00		85-01-2395
21224	DAVEY TREE	06/05/2024	1,053.00		85-01-2403
21226	OC LAB	06/05/2024	810.00		85-01-2404
Total HEINZ, GERALD & ASSOC.:			6,651.00		
HELPING HAND IT					
24-46001	IT SERVICES	05/28/2024	145.00		01-12-5286
24-46019	IT SERVICES	05/31/2024	36.25		01-12-5286
24-46107	IT SERVICES LICENSING	06/01/2024	3,302.66		01-12-5286
Total HELPING HAND IT:			3,483.91		
HIGHSTAR TRAFFIC					
5685	STREET SIGNS	06/06/2024	304.35		01-31-5130
5683	STREET SIGNS	06/06/2024	169.20		01-31-5150
Total HIGHSTAR TRAFFIC:			473.55		
HINCKLEY SPRINGS					
23907757 0608	VH WATER	06/08/2024	72.25		01-12-5630
23840544 0608	PD WATER	06/08/2024	139.46		01-21-5630
23840544 0608	PW WATER	06/08/2024	32.57		01-31-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HINCKLEY SPRINGS:			244.28		
HUGHES ENVIRONMENTAL CONSULTING					
1067	CONSULTANT SERVICES	05/01/2024	9,600.00		60-33-5291
Total HUGHES ENVIRONMENTAL CONSULTING:			9,600.00		
HUUSO PLLC					
PMP-010	DECONTAMINATION SRVC	06/10/2024	400.00		01-21-5121
Total HUUSO PLLC:			400.00		
ILLINOIS ATTORNEY GENERAL					
060124	SEX OFFENDER AWAR	06/01/2024	30.00		01-09-4780
Total ILLINOIS ATTORNEY GENERAL:			30.00		
ILLINOIS RURAL WATER ASSOCIATION					
2918	IRWA MEMBERSHIP	06/04/2024	607.20		60-33-5410
Total ILLINOIS RURAL WATER ASSOCIATION:			607.20		
ILLINOIS STATE POLICE SEX OFFENDER REG					
060124	VICTOR GONZALEZ SEX OFF R	06/01/2024	30.00		01-09-4780
Total ILLINOIS STATE POLICE SEX OFFENDER REG:			30.00		
IMPACT NETWORKING					
3247960	C454 COPIER MAINT CONTRAC	06/03/2024	2,134.73		01-12-5340
3247960	C454E ADMIN OVERAGE	06/03/2024	84.36		01-12-5340
3247960	C454E BZ OVERAGE ADMIN	06/03/2024	84.40		01-12-5340
3247960	C454 COPIER MAINT CONTRAC	06/03/2024	2,134.73		01-14-5340
3247960	C454E FIN OVERAGE	06/03/2024	84.36		01-14-5340
3247960	C454 COPIER MAINT CONTRAC	06/03/2024	2,134.73		01-25-5340
Total IMPACT NETWORKING:			6,657.31		
LAUDERDALE ELECTRIC, INC.					
9785	VH BOILER STOP BUTTON	05/31/2024	939.00		01-12-5110
Total LAUDERDALE ELECTRIC, INC.:			939.00		
LAW ENFORCEMENT TRAINING, LLC					
0753	COURTSMART	06/01/2024	710.00		01-21-5430
Total LAW ENFORCEMENT TRAINING, LLC:			710.00		
MENARDS - CARPENTERSVILLE					
23731	VH AC FILTER	06/06/2024	47.94		01-12-5110
23641	BANNERS	06/03/2024	139.70		01-31-5630
23389	VH OFFICE RENOV	05/29/2024	17.27		32-15-5948
Total MENARDS - CARPENTERSVILLE:			204.91		
MIDWEST SALT					
474642	COARSE SALT	06/03/2024	3,422.64		60-33-5650

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total MIDWEST SALT:			3,422.64		
MOTOROLA SOLUTIONS INC					
846172024050	MAINTENANCE AGREEMENT	06/01/2024	861.00		01-21-5940
Total MOTOROLA SOLUTIONS INC:			861.00		
NICOR GAS					
052824	GENERAL VILLAGE G	05/28/2024	154.61		01-31-5510
052824	WATER GAS	05/28/2024	582.32		60-33-5510
Total NICOR GAS:			736.93		
NORTH EAST MULTI-REGIONAL TRAINING					
354927	TRAINING RS	05/30/2024	50.00		01-21-5430
355527	TRAINING - JF	06/04/2027	375.00		01-21-5430
Total NORTH EAST MULTI-REGIONAL TRAINING:			425.00		
NORTHERN ILLINOIS UNIVERSITY					
83	TRENCHING TRAINING	05/29/2024	1,050.00		01-31-5430
83	TRENCHING TRAINING	05/29/2024	1,050.00		60-33-5430
84	CONFINED SPACE TRAINING	05/29/2024	2,100.00		60-33-5430
Total NORTHERN ILLINOIS UNIVERSITY:			4,200.00		
OFFICE OF THE ILLIOIS STATE TREASURER					
060124	SEX OFFENDER MGMT	06/01/2024	5.00		01-09-4780
Total OFFICE OF THE ILLIOIS STATE TREASURER:			5.00		
PACE ANALYTICAL SERVICES, LLC					
247205360	W TESTING	05/31/2024	295.00		60-33-5290
247205361	WW LAB TESTING	05/31/2024	2,966.50		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			3,261.50		
PLATT HILL NURSERY, INC.					
2182625	PLANTS FOR PLANTERS	05/21/2024	2,799.14		01-31-5110
Total PLATT HILL NURSERY, INC.:			2,799.14		
QUAD COM 9-1-1					
24-EDPD-06	DISPATCH SERV	06/01/2024	16,760.09		01-21-5360
Total QUAD COM 9-1-1:			16,760.09		
RALPH HELM, INC					
396056	CHAINSAW	06/07/2024	569.99		01-31-5640
Total RALPH HELM, INC:			569.99		
RED WING SHOE STORE					
202406100201	SHOES - RYAN	06/10/2024	229.49		01-31-5080

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total RED WING SHOE STORE:			229.49		
SECOND CITY APPRAISAL, LLC					
1845	120 E RAILROAD	03/22/2024	1,000.00		39-01-5290
Total SECOND CITY APPRAISAL, LLC:			1,000.00		
STANDARD INS CO - D/V					
050124	ADMIN DEN	05/01/2024	233.48		01-12-5060
050124 - V	ADMIN VIS	05/01/2024	8.12		01-12-5060
060124	ADMIN DENTAL	06/01/2024	233.48		01-12-5060
060124 - V	ADMIN VIS	06/01/2024	8.12		01-12-5060
050124	FIN DEN	05/01/2024	44.47		01-14-5060
050124 - V	FIN VIS	05/01/2024	2.58		01-14-5060
060124	FIN DEN	06/01/2024	44.47		01-14-5060
060124 - V	FIN VIS	06/01/2024	2.58		01-14-5060
050124	PD DEN	05/01/2024	1,425.03		01-21-5060
050124 - V	PD VIS	05/01/2024	67.22		01-21-5060
060124	PD DEN	06/01/2024	1,425.03		01-21-5060
060124 - V	PD VIS	06/01/2024	67.22		01-21-5060
050124	BLDG DEN	05/01/2024	87.19		01-25-5060
050124 - V	BLD VIS	05/01/2024	4.71		01-25-5060
060124	BLD DEN	06/01/2024	87.19		01-25-5060
060124 - V	BLD VIS	06/01/2024	4.71		01-25-5060
050124	PW DEN	05/01/2024	344.92		01-31-5060
050124 - V	PW VIS	05/01/2024	22.05		01-31-5060
060124	PW DEN	06/01/2024	344.92		01-31-5060
060124 - V	PW VIS	06/01/2024	22.05		01-31-5060
050124	EMPL DEN	05/01/2024	368.09		27-01-2208
050124 - V	EMP VIS	05/01/2024	342.65		27-01-2208
060124	EMPL DEN	06/01/2024	368.09		27-01-2208
060124 - V	EMP VIS	06/01/2024	342.65		27-01-2208
050124	WTS SRW DEN	05/01/2024	430.63		60-33-5060
050124 - V	W'S VIS	05/01/2024	26.17		60-33-5060
060124	WTS SRW DEN	06/01/2024	430.63		60-33-5060
060124 - V	W/S VIS	06/01/2024	26.17		60-33-5060
Total STANDARD INS CO - D/V:			6,814.62		
STANDARD INS CO - LIFE					
060124	ADMIN	06/01/2024	60.90		01-12-5060
060124	FINANCE	06/01/2024	32.62		01-14-5060
060124	POLICE	06/01/2024	348.00		01-21-5060
060124	BUILDING	06/01/2024	27.19		01-25-5060
060124	PW	06/01/2024	92.06		01-31-5060
060124	EMPLOYEE	06/01/2024	250.18		27-01-2208
060124	W/S	06/01/2024	134.48		60-33-5060
Total STANDARD INS CO - LIFE:			945.43		
STEPHEN D. TOUSEY LAW OFFICES					
060124	LOCAL PROS	06/01/2024	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
STEWART SPREADING					
3811	BIOSOLIDS TRANS AND LAND A	06/03/2024	3,000.00		60-33-5287
Total STEWART SPREADING:			3,000.00		
STREICHER'S					
1701894	FLUERY SWAT EQUIPMENT	05/30/2024	899.00		01-21-5940
Total STREICHER'S:			899.00		
SUBURBAN ELEVATOR					
7153941554	ELEVATOR SERV	06/03/2024	685.35		01-21-5121
Total SUBURBAN ELEVATOR:			685.35		
SUMMIT SQUARE ASSOCIATION					
060324	SUMMIT SQ LEGAL SERVICES	06/03/2024	9,166.12		01-12-5230
053024	ASSOCIATION DUES	05/30/2024	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			11,076.39		
SYNAGRO TECHNOLOGIES					
48737	DISPOSAL BIOSOLIDS	06/01/2024	1,198.75		60-33-5287
Total SYNAGRO TECHNOLOGIES:			1,198.75		
THIRD MILLENNIUM ASSOCIATES					
31533	UB REFUSE	05/31/2024	14.62		01-33-5340
31533	UTILITY BILLING W/S	05/31/2024	131.65		60-33-5340
Total THIRD MILLENNIUM ASSOCIATES:			146.27		
THOMPSON ELEVATOR SERVICE					
24-1046	ELEVATOR INSP	05/22/2024	336.00		01-01-1112
Total THOMPSON ELEVATOR SERVICE:			336.00		
TLO LLC					
259283-20240	TLO DUES	06/01/2024	102.70		01-21-5410
Total TLO LLC:			102.70		
T-MOBILE					
052124	CHIEF, DC & SERGEANT'S CEL	05/21/2024	212.56		01-21-5320
Total T-MOBILE:			212.56		
TOP BOARD-UP LLC					
23169	BOARD UP HARGER POTTERY	05/30/2024	4,125.00		39-01-5955
Total TOP BOARD-UP LLC:			4,125.00		
US BANK					
1680 052724 K	MAILCHIMP	05/27/2024	80.00		01-12-5410
1680 052724 K	SIRIUS	05/27/2024	17.83		01-12-5410
5221 052724 b	ADOBE	05/27/2024	383.84		01-12-5410
9750 052724 F	ILCMA MEBERSHIP	05/27/2024	193.75		01-12-5410

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
5309 052724 E	TRAINING	05/27/2024	380.00		01-12-5420
5309 052724 E	BREAKFAST PUBLIC SERV WE	05/27/2024	146.19		01-12-5420
9750 052724 F	TRAINING	05/27/2024	500.00		01-12-5430
9750 052724 F	CONFERENCE	05/27/2024	289.00		01-12-5430
9750 052724 F	TRAINING	05/27/2024	289.00		01-12-5430
1680 052724 K	SUPPLIES VH	05/27/2024	109.94		01-12-5610
1680 052724 K	SUPPLIES VH	05/27/2024	25.96		01-12-5610
5221 052724 b	COPY PAPER	05/27/2024	81.68		01-12-5610
5221 052724 b	NOTEBOOKS	05/27/2024	69.53		01-12-5610
5221 052724 b	BEV/DESSERT EMPL LUNCH	05/27/2024	64.92		01-12-5645
5221 052724 b	GIFT CARDS EMPL LUNCH	05/27/2024	125.00		01-12-5645
5221 052724 b	COFFEE MUGS	05/27/2024	573.42		01-12-5645
5221 052724 b	LUNCH	05/27/2024	392.00		01-12-5645
5309 052724 E	ADMIN APPRECIATION BREAKF	05/27/2024	138.71		01-12-5645
5738 052724 J	EMPL APP LUNCH NIGHT STAF	05/27/2024	52.56		01-12-5645
5221 052724 b	GO FUND ME - D HUGHES	05/27/2024	500.00		01-12-6005
5221 052724 b	DUES	05/27/2024	159.00		01-14-5410
1406 052724 j	DUTY BAG	05/27/2024	88.00		01-21-5080
1600 052724 A	DUTY BELT	05/27/2024	126.83		01-21-5080
4095 052724 K	HOLSTER	05/27/2024	286.25		01-21-5080
4095 052724 K	DUTY BELT/BUCKLE	05/27/2024	100.96		01-21-5080
5221 052724 b	COMCAST	05/27/2024	31.47		01-21-5320
2107 052724 J	MEMBERSHIIP	05/27/2024	14.99		01-21-5410
5738 052724 J	LODGING ILACP CONFERENCE	05/27/2024	533.18		01-21-5420
2107 052724 J	COPY PAPER/MOUSE	05/27/2024	58.83		01-21-5610
2107 052724 J	MANILLA ENVELOPES	05/27/2024	20.98		01-21-5610
2107 052724 J	WIRELESS KEYBOARD RETUR	05/27/2024	29.98-		01-21-5610
5738 052724 J	OFFICE SIGN	05/27/2024	13.48		01-21-5610
1600 052724 A	CAR WASH	05/27/2024	119.90		01-21-5630
2107 052724 J	LLITHIUM BATTERIES	05/27/2024	26.99		01-21-5630
1600 052724 A	MAG PUL AR153	05/27/2024	103.48		01-21-5940
5221 052724 b	FLYING INSECT TRAPS	05/27/2024	37.58		01-31-5110
5824 052724 G	FLAGS FOR BRIDGE	05/27/2024	237.00		01-31-5110
9750 052724 F	BATTERIES	05/27/2024	9.59		01-31-5196
9750 052724 F	STEP LADDER - DEPOT	05/27/2024	59.99		01-31-5196
3999 052724 P	PRESCRIPTION - WORK INJUR	05/27/2024	1.63		01-31-5240
3999 052724 P	APPLE	05/27/2024	.99		01-31-5320
3999 052724 P	PW RADIO LICENSE	05/27/2024	115.00		01-31-5320
5824 052724 G	LUNCH TRAINING	05/27/2024	121.85		01-31-5420
1680 052724 K	SHREDDING EVENT	05/27/2024	950.00		01-37-5330
1680 052724 K	TABLE/CHAIRS	05/27/2024	315.37		01-37-5610
1680 052724 K	BEV EVENTS	05/27/2024	62.98		01-37-5630
1680 052724 K	SUPPLIES	05/27/2024	15.98		34-01-5945
5221 052724 b	DEPOT TP DISP KEY	05/27/2024	19.95		34-01-5945
5221 052724 b	ALLEN WRENCH KEY	05/27/2024	7.99		34-01-5945
5824 052724 G	ICLOUD STORAGE	05/27/2024	.99		60-33-5320
5824 052724 G	HANGAR CARDS	05/27/2024	27.99		60-33-5610
Total US BANK:			8,052.57		
VCNA PRAIRIE LLC					
891515837	CURB AND SIDEWALK - SEWER	05/29/2024	613.06		60-33-5141
891518356	SIDEWALK AND APRON - LEAD	05/30/2024	483.94		60-33-5946
Total VCNA PRAIRIE LLC:			1,097.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Grand Totals:			268,422.59		

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Memorandum



To: Village President and Board of Trustees

From: Caleb Haydock, Management Intern

Subject: Chapter 121 Text Amendment Updating Raffle Application Requirements

Date: June 17, 2024

Action Requested:

Staff recommends Village Board approval of an ordinance updating Chapter 121 of the Village Code to change the requirements of the Village's Raffle Application to be consistent with other Village application requirements.

Summary:

The Village Administrator has recently approved a Safety Committee recommendation to update the Village's Raffle Code, requiring applicants to provide a Certificate of Insurance (COI) instead of a fidelity bond. This change will make the application consistent with the standards and language used in other Village applications. Staff has also consulted its risk management agency regarding this matter.

Below are proposed revisions to Section 121.09 with deletions ~~struck through~~ and additions **bolded and double-underlined**.

§121.09 RAFFLES MANAGER.

The operation and conduct of a raffle shall be under the supervision of a single raffle manager designated by **an application to the Village and subsequent licensee if approved**. ~~the licensee. The manager shall give a fidelity bond equal in amount to the aggregate retail value of all prizes to be awarded in favor of the licensee conditioned upon his honesty in the performance of his duties. The terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The bonding requirements set forth herein may be waived by the village administrator, or his or her designee, if the applicant provides sufficient proof that the applicant's members have unanimously approved the waiver.~~ **The raffle manager shall provide a valid ACORD Certificate of Liability Insurance policy equal to or greater than**

\$1,000,000 aggregate. The following language must be included on the certificate of liability: "The Village of East Dundee and its elected and appointed officers, officials, agents, and employees are included as additional insureds."

Attachments:

Ordinance

ORDINANCE NUMBER 24 - ____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AMENDING CHAPTER 121 OF THE EAST DUNDEE VILLAGE
CODE REGARDING RAFFLE APPLICATION AND RAFFLE MANAGER
REQUIREMENTS

WHEREAS, the Village of East Dundee ("**Village**") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendation, and hereby desire to amend Chapter 121 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

SECTION 1: Incorporation. That each of the Recitals above are incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Amendment. Chapter 121 of the municipal code to be amended and read as followed below with deletions ~~struck through~~ and additions **bolded and double-underlined**.

§121.09 RAFFLES MANAGER.

The operation and conduct of a raffle shall be under the supervision of a single raffle manager designated by **an application to the Village and subsequent licensee if approved**. ~~the licensee. The manager shall give a fidelity bond equal in amount to the aggregate retail value of all prizes to be awarded in favor of the licensee conditioned upon his honesty in the performance of his duties. The terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The bonding requirements set forth herein may be waived by the village administrator, or his or her designee, if the applicant provides sufficient proof that the applicant's members have unanimously approved the waiver.~~ **The raffle manager shall provide a valid ACORD Certificate of Liability Insurance policy equal to or greater than \$1,000,000 aggregate. The following language must be included on the certificate of liability: "The Village of East Dundee and its elected and appointed officers, officials, agents, and employees are included as additional insureds."**

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph, or provision of this Ordinance shall be held to be invalid and unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2024 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2024.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum

To: Village President and Board of Trustees

From: Brandiss J. West, Finance & Administrative Services Director

Subject: Arts Council Mural Policy

Date: June 24, 2024



Action Requested:

The Arts Council and staff recommend Village Board approval of a resolution adopting a mural policy for the Village of East Dundee.

Summary:

At the Arts Council meeting on June 5, 2024, the Council unanimously agreed to make a recommendation to the Village Board of Trustees for the approval of a Mural Policy. The purpose of the policy is to encourage the creation of murals as a form of public art that enhances the cultural vibrancy and aesthetic appeal of the community. This policy aims to provide guidelines for the installation and maintenance of murals within our jurisdiction on commercial properties.

Attachments:

Resolution
Mural Policy

RESOLUTION NUMBER ____-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
ADOPTING A MURAL POLICY**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village desires to encourage the creation of public art that enhances the cultural vibrancy and aesthetic appeal of East Dundee; and

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village’s corporate authorities approve a resolution adopting the East Dundee Mural Policy in the form attached hereto as Exhibit “A.”

ADOPTED this 24th day of June, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 24th day of June, 2024.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.

Mural Policy

For commercial properties only

Purpose

The Village of East Dundee Mural Policy is designed to encourage, on a content-neutral basis, the creation of public art in the form of wall murals that enhance the community's visual appeal and promote a sense of place. The policy provides two options for commercial property owners who are interested in having a mural painted on their building:

1. **Arts Council Assistance:** Commercial property owners can petition the Arts Council for help finding an artist to create a mural on their building. The Arts Council will maintain a list of approved artists who have submitted their qualifications and portfolios. They will work with you to find an appropriate artist and work with them to determine an appropriate fit. The Arts Council may fund or assist in funding the costs associated, in its discretion and subject to the availability of funds. If financial assistance is provided, the contribution may be up to 50% of the total cost of the project, depending on availability of funds. The Council will not provide any funds for future maintenance of or related to the project.
2. **Self-Commissioned Art:** Commercial property owners can commission their own artist to create a mural on their building. However, the artist's composition must be pre-approved by the Arts Council—though the Council's feedback will be limited to applying the guidelines below, not art directing or requesting aesthetic changes. All costs will be covered by the property owner, but the owner will have more control over the composition.

Guidelines

All wall murals must comply with the following guidelines:

- The artwork must not include profanity, advertisements, or political statements.
- No artwork may contain any matter, in writing or in a depiction, that incites imminent criminal activity or consists of specific threats of violence targeted against a person or group.
- The artwork must be appropriate for all ages and audiences.
- The artwork must be of high quality and reflect the aesthetic standards of the community.
- The artwork must be maintained by the property owner in good condition and in full compliance with all applicable regulations of the Village Code, including, without limitation, the provisions of the Village's building code, as determined applicable to ensure structural safety, in the sole determination of the Village Administrator or their designee.
- The artwork must be treated with anti-graffiti if within easy reach of pedestrians.

- No wall mural may be installed in a manner that would result in a property becoming out of compliance with the provisions of the Village Code.

Process

- Arts Council Assistance:
 1. Commercial property owners who are interested in having a mural painted on their building with the assistance of the Arts Council must submit a petition to the Arts Council. The petition must include the following information:
 - The name and contact information of the commercial property owner;
 - The location and size of the proposed mural;
 - The theme or subject matter of the proposed mural (if known); and
 - A budget for the project
 2. The Arts Council will review the petition and select an artist from its list of approved artists, or search for an appropriate fit. The Arts Council will then coordinate with the artist and the commercial property owner to finalize the design and timeline for the project.
- Self-Commissioned Art:
 1. Commercial property owners who are interested in commissioning their own artist to create a mural on their building must submit the artist's qualifications and portfolio to the Arts Council for pre-approval, along with a brief description of the vision for the mural.
 2. Once the artist has been pre-approved, the commercial property owner and the artist can finalize the design and timeline for the project.
 3. The commercial property owner must submit a copy of the final mural design to the Arts Council for approval before the mural is painted. The approval will be based on confirming that all of the guidelines have been followed, and will not include aesthetic or subjective changes.

Maintenance and Removal

The property owner or designated entity is responsible for the ongoing maintenance of the mural, including periodic cleaning and repairs, as well as the full removal of the mural. The property owner is responsible for the restoration of the building façade upon removal of the mural. Alterations to or removal of a mural should be carried out only with the consent of the Arts Council and in compliance with applicable laws.

Enforcement

The Village of East Dundee Building Department will be responsible for enforcing the provisions of this policy. If a mural is found to be in violation of the guidelines, the property owner will be required to remove or modify the mural.

Commercial property owners are responsible for ensuring that the wall mural is maintained in good condition and is repaired in the case of vandalism or accidental destruction. Artists and property owners are strongly recommended to use protective clear top coatings, cleanable surfaces, and to take other measures that will preserve the wall mural, allow for ease in repair, and discourage vandalism and other damage.

Disclaimer

The Village of East Dundee does not endorse any of the opinions or views expressed in wall murals. The Village is simply providing a platform for artists to share their work with the community.

Memorandum

To: Village President and Board of Trustees

From: Brandiss J. West, Finance & Administrative Services Director

Subject: FY 2024 BDD Façade Grant Award

Date: June 24, 2024



Action Requested:

Staff recommends Village Board approval of a resolution authorizing a FY2024 Dundee Crossings Business Development District (BDD) Façade Improvement Grant in the amount of \$25,000 to Kathleen Bucci Bergeron (211 Barrington Ave).

Funding Source:

Downtown & Dundee Crossings Business Development District Fund (34-01-5876)

Summary:

The FY 2024 Budget includes \$100,000 for a 50/50 façade grant program to be paid from the Dundee Crossings BDD. The Village has received two applications so far. One from Tequila Val's restaurant which opened in the previous Anvil Club space at 309 Meier St. The second application is from Kathleen Bucci Bergeron for the expansion of 211 Barrington Ave (Mockingbird Bar + Garden).

Façade Grant Program Purpose

The purpose of the Dundee Crossings Commercial Façade Improvement Program (DCCFIP) is to encourage property owners to improve the overall exterior appearance of their businesses and assist in transforming the Village into a well-cared for Village with vibrant neighborhoods. DCCFIP seeks to accomplish the following:

- To improve the overall viability and property values of commercial properties to strengthen the economy, EAV, and quality of life in the Village.
- To remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties.

Program Goals (Must meet two of these goals to qualify)

DCCFIP seeks to ensure that all eligible commercial property owners and businesses have an equal opportunity to access support while also allowing for public funds to be invested for the public good. The program goals are as follows:

1. Attract, retain, or expand businesses.

2. Attract or retain jobs.
3. Enhance the façade along the Dundee Crossings Corridor.
4. Increase the Village's tax base by facilitating development of underutilized properties.
5. Support Village planning initiatives by advancing catalytic projects identified in Village plans.
6. Provide for the development of public amenities or infrastructure.
7. Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

Application Received

<i>Mockingbird Bar + Garden</i>	
Address:	211 Barrington
Scope of Work:	Redesign and build façade to mirror east side of storefront of Mockingbird Bar + Garden
Total Project Cost:	\$87,687
Grant Request:	\$25,000
Goal(s) Fulfilled:	<ul style="list-style-type: none"> • <i>Goal 1:</i> Attract, retain, or expand businesses • <i>Goal 3:</i> Enhance the façade along the Dundee Crossings Corridor • <i>Goal 4:</i> Increase the Village's tax base by facilitating development of underutilized properties • <i>Goal 7:</i> Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

Staff recommendation:

The DCCFIP requires a four (4) year waiting period before property owners are permitted to submit a new funding request. In May 2022, Mockingbird Bar + Garden received a facade grant for \$25,000 for a nearly \$100,000 improvement made to their patio area. Village staff is recommending the Village Board consider waiving the four-year requirement for this applicant as application submissions have been low in the past two fiscal years and the expansion of this existing business is a significant investment in the community.

Attachments:

Resolution and Façade Grant Application

RESOLUTION NUMBER __-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING THE APPROVAL OF A
FY2024 DUNDEE CROSSINGS BUSINESS DEVELOPMENT DISTRICT FAÇADE
IMPROVEMENT GRANT IN THE AMOUNT OF \$25,000 TO KATHLEEN BUCCI
BERGERON (211 BARRINGTON AVE.)**

WHEREAS, the Village of East Dundee (“Village”) is an Illinois, home rule municipality pursuant to Section 6, Article VII of the Illinois Constitution, and has the authority to exercise any power and perform any function pertaining to government and affairs, including, without limitation, the power to regulate for the protection of the public health, safety and welfare; and

WHEREAS, the Village makes available a Dundee Crossings Business Development District Commercial Façade Improvement Program (“DCCFIP”) to encourage property owners within the DCCFIP to improve the overall exterior appearance of their businesses, and to transform neighborhoods into well-cared for and vibrant properties; and

WHEREAS, the DCCFIP seeks to accomplish the following: 1) to improve the overall viability and property values of commercial properties to strengthen the economy, EAV, and quality of life in the Village; and 2) to remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties; and

WHEREAS, the Village allocates funds on an annual basis as budgeted; and

WHEREAS, the total project cost submitted to the Village is \$87,687 and the grant amount requested is \$25,000 to redesign and build façade to mirror the east side of the storefront of Mockingbird Bar + Grill expansion.

WHEREAS, a copy of the redacted required application and documents are attached as **Exhibit A**; and

WHEREAS, the Village has determined that it will serve and be in the best interest of the Village and its residents to adopt this Resolution;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.

SECTION 3: Severability. If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Publication. This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this _____ day of June, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of June, 2024.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.

Exhibit A

Redacted Application and Documents



Village of East Dundee



Dundee Crossings Commercial Façade Improvement Program (DCCFIP) Application

Property Owner Name:

Kathleen Bucci Bergeron

Applicant Name:

(if different from property owner)

Phone Number:

Email Address:

Property Address:

211 Barrington Ave. East Dundee IL 60118

Property Identification Number:

03-23-303-010

Is this property in the Historic District?

Yes ☐

No ☒

Description of Project

Re-design + Build Façade to mirror the
east side of Store front known as Mockingbird
Bar + Garden

Bid Amount from Proposed Contractors

(include minimum of three)

Contractor Name

Total Bid Amount

Ultimate Builders

\$ 72,750

XL Contracting

\$ 69,500

BND Builders

\$ 87,687

Project Budget: \$

Reimbursement Request: \$ 75,000.00

Selected Contractor Name:

Checklist of Required Attachments

- ☒ Complete DCCFIP Application
- ☒ Proof of Ownership
- ☒ Proof of Paid Property Taxes (most recent tax year)
- ☐ Historic District Certificate of Appropriateness (if applicable)
- ☒ Photos of Property Structure to be Improved
- ☒ Detailed Description and Sketch/Rendering of the Work to be Performed
(including building materials and color scheme)
- ☒ Working Architectural Drawings, if requested
- ☒ Copies of a Minimum of 3 Qualified Bids for each Portion of the Project in which Funding is
being Requested
- ☒ Schedule of Work to be Completed

Statement of Understanding

- ☒ I (we), agree to comply with the stipulations, guidelines, and procedures of the DCCFIP. I have read and understand the policy as described.
- ☒ I (we) certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of East Dundee's DCCFIP.
- ☒ I (we) understand that I (we) must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- ☒ I (we) understand that any and all work, requiring a Village building permit, must be performance in accordance with and must meet any and all Federal, State, and local building code standards.
- ☒ I understand that work done before a Façade Improvement Agreement is approved by the Village Board is **not** eligible for a grant.
- ☒ I (we) understand the Façade Improvement reimbursement grants are subject to taxation and that the Village is required to report the amount and recipient of said grants to the IRS.
- ☒ I (we) agree to hold harmless, indemnify, and defend the Village of East Dundee, and their employees and agents, for any and all liabilities arising out of this application, loan, construction or other project(s), and any agreement to share costs, including but not limited to any and all lawsuits or other disputes.

Applicant Signature:

Date: 5-28-24

[Signature]

Owner Authorization (if applicable)

If the applicant is other than owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at 211 Barrington Ave. East Dundee, and that I authorize the applicant to apply for a reimbursement grant under the Dundee Crossings Commercial Façade Improvement Program (DCCFIP) and undertake the approved improvements.

Owner's Printed Name: Kathleen Bucci Bergeron

Phone Number: [REDACTED]

Owner's Signature: *[Signature]*

Date: 5-28-24

Date Received: <u>05/28/24 - email</u>		Village Office Use	
<u>05/29/24 - Hard</u>		Was a Completed Application Submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Official's Signature: <i>[Signature]</i>		Date:	<u>05/30/2024</u>

PROPOSAL

Ultimate Builders & Remodelers Inc.
239 Red Hawk Rd.
Hampshire, IL 60140
Reese 847-812-1060

Date: 5/13/2024

To: Kathleen Bergeron 211 Barrington Ave. East Dundee, Ill

Description	Amount
Remove existing awning and anything on front wall. Screw wolmanized 2x material to face of block wall in front and around corner approx. 24". Change out existing windows and doors to the new sizes and frame openings in for windows. Install LP siding sheets and 1x to tie in and match existing front. Go up to the cap on top. All material should be pre primed, paint by others. Price is for labor and material from below cap down to base height of the 1x band existing.	\$ 38,150.00
Masonry – Remove approx. 18" of parapet wall on top of entry, Change entry door to a 36" door size, change south entry wall to have a 12' garage opening, add (2) – 105"x53" window holes. Labor only for masonry work.	\$ 14,800.00
1 – 36" entry door, 2 – 105x53" windows, 1 – 12'x 6' garage door	\$ 19,800.00
A \$ 500.00 DEPOSIT TO SECURE THE JOB AND START PLANNING	
Please sign and date bottom	\$ 72,750.00
TOTAL	

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All estimate and proposals are valid for 30 days from date issued, beyond that date price is subject to possible change.

Acceptance of Proposal – The above prices, specifications and conditions are

satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above Any Non-payment, all legal fees and penalties
occurred to be paid by customer.

Acceptance Signature _____

Date_____

Thank you for your business

XL CONTRACTING INC.
1022 W Catalpa Avenue
Chicago, Illinois 60640
(773) 504-0830
Gabriel Gonzalez
XLvendors@gmail.com

ESTIMATE

Next Treasure LLC (Kathleen Bergeron)
211 Barrington Ave.
East Dundee, IL
60118

Estimate # 0118

Estimate Date 05/02/2024

Item	Description	Unit Price	Quantity	Amount
Service	Included in this price is only work as noted and specified below in writing. This price is good for 45 days from date of 05/02/2024	69500.00	1.00	69,500.00
<p>NOTES: *LABOR & MATERIAL is included to provide all Masonry work on front parapet wall at 211 Barrington, to match the size and elevation of front parapet wall at Mockingbird. Included is Masonry work to create openings for one 12' garage door and one 36" entry door.</p> <p>*LABOR ONLY is included for installation of entry door. NOT INCLUDED: Entry door, materials, door hardware</p> <p>*NOT INCLUDED: Garage Door, materials & labor</p> <p>*LABOR & MATERIAL, all exterior siding and trim on front elevation of 211 Barrington to match existing at Mockingbird. NOT INCLUDED: All Priming, painting, caulking</p> <p>*LABOR ONLY to remove all existing windows and install all new windows at 211 Barrington. NOT INCLUDED: Windows & materials</p> <p>*Included is all required demolition and removal of construction debris only for work in this proposal. Job-site will be kept clean.</p> <p>*All electrical work by others. *Any required drawings and permitting by others.</p>				
Subtotal				69,500.00
Total				69,500.00
Amount Paid				0.00
Estimate				\$69,500.00

BND Interiors, Inc.

417 E. 4th Street
East Dundee, IL 60118

Phone: 847-428-0888
Web: www.bndinteriors.com

Proposal

Date Estimate #

5/2/2024 15722

Proposal prepared for:

Kathleen Bergeron
217 Barrington Ave
East Dundee, IL 60118

Project/Job

Mockingbird Bar + Garden
217 Barrington Ave
East Dundee, IL 60118

Customer Phone

Customer E-mail

(847) 551-5614

KathBucciBergeron@gmail.com

Description

Total

Carpentry/Misc:

- Furnish and install new exterior Facade to replicate existing restaurant. Approx 25LF X16' Tall at Front (South) elevation.
- Furnish and install new Exterior smooth sheeting/siding and trim boards as required to replicate existing restaurant on West Elevation. Approx 35LF X18' Tall.
- Materials to be treated 2X4's connected to existing brick, Exterior smooth panels and trim with tongue and groove siding.

42,350.00

Demolition:

- Provide on site roll off dumpster for all construction related debris.
- Demo of existing front double door, Block and brick at top roof line, Existing front window.
- Demo existing drywall on inside of front wall and a portion of the drywall ceiling.

3,840.00

Doors & Windows:

- Demo existing and Install (6) new casement style windows into west and north elevations.
- Supply and install new front door to match existing door.
- Supply and install new garage style roll up doors to match existing door.

27,152.00

*Materials cost based on Jeldwin windows to match existing and black anodized aluminum door with Insulated Double Pane (1/2" Thick). Total materials allowance \$16,525.00

Please note: Any alterations or variation from the above specifications involving additional cost of materials and/or labor will be performed at additional cost. The above prices are valid for 10 days. An authorization signature is required before any work can begin.

Total

Signature

BND Interiors, Inc.

417 E. 4th Street
East Dundee, IL 60118

Phone: 847-428-0888
Web: www.bndinteriors.com

Proposal

Date Estimate #

5/2/2024 15722

Proposal prepared for:

Kathleen Bergeron
217 Barrington Ave
East Dundee, IL 60118

Project/Job

Mockingbird Bar + Garden
217 Barrington Ave
East Dundee, IL 60118

Customer Phone

Customer E-mail

(847) 551-5614

KathBucciBergeron@gmail.com

Description

Total

Electrical and Lighting

6,145.00

- Install new 1/2" conduit with new 120 volt lighting circuit from existing panel with-in new tenant space, to front wall.
- Provide and install new Intermatic T-101 24 hour time clock to operate new lighting circuit.
- Provide and install new 1 pole 20 amp circuit breaker into existing panel, to feed new circuit.
- Install (4) new light openings into existing facade for installation of new Gooseneck light fixtures.
- Provide and install (4) new gooseneck light fixtures with standard base socket and LED lamps.
- Install (2) new coach light openings and hang new coach lights provided by Mockingbird owner.

Painting

8,200.00

- Supply labor and materials to caulk, prime and paint complete exterior to match existing finishes. Includes painting of side and rear exposed brick.

Notes:

- *All work to be completed during normal business hours.
- *Permit fees not included.

Please note: Any alterations or variation from the above specifications involving additional cost of materials and/or labor will be performed at additional cost. The above prices are valid for 10 days. An authorization signature is required before any work can begin.

Total \$87,687.00

Signature _____

Site Maintenance Notification

Site maintenance will be performed on Sunday, May 26, 2024, from 1pm - 11:30 pm US Central Time. During this window, the site will be down for 15.

Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

Property Information

Parcel Number 03-23-303-010	Site Address 211 BARRINGTON AVE EAST DUNDEE, IL 60118	Owner Name & Address TRUST # 1-04-112 OTTO ENGINEERING INC 2 E MAIN ST EAST DUNDEE, IL, 60118-1322
Tax Year 2022 (Payable 2023) ▼		
Sale Status None		
Property Class 0060 - Commercial	Tax Code DU909 -	Tax Status Taxable
Net Taxable Value 61,005	Tax Rate 8.574837	Total Tax \$5,231.08
Township DUNDEE	Acres 0.0000	Mailing Address
Legal Description (not for use in deeds or other transactional documents) 3207 RANGE CODE: 8 E TWSHP 42N		

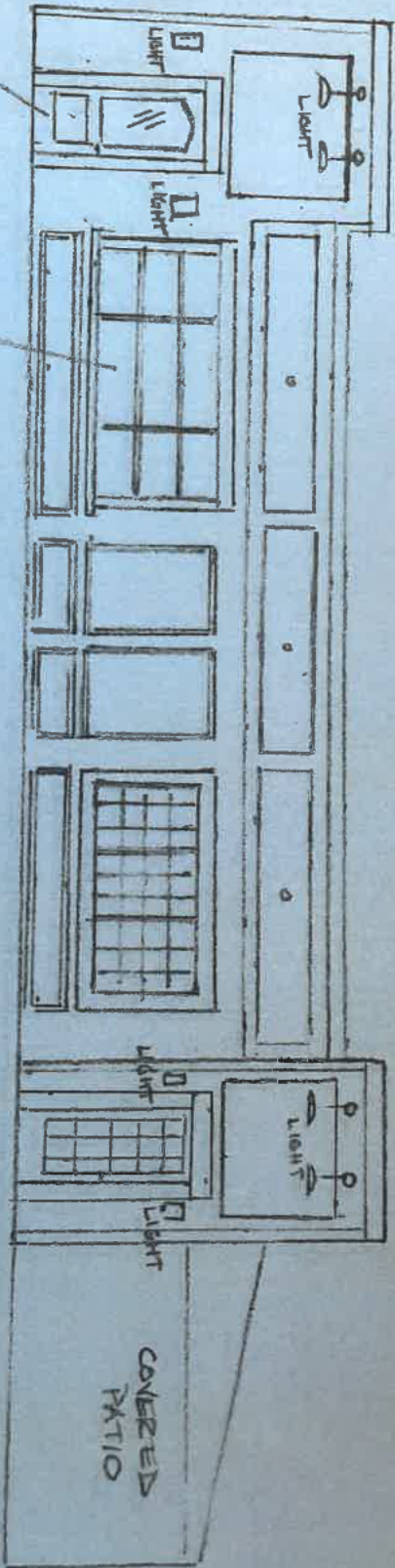
[Pay Taxes](#) [Print Tax Bill](#)

Billing

Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	06/01/2023	\$2,615.54	\$0.00	\$0.00	\$0.00	\$2,615.54	\$2,615.54	5/26/2023	\$0.00
2	09/01/2023	\$2,615.54	\$0.00	\$0.00	\$0.00	\$2,615.54	\$2,615.54	8/22/2023	\$0.00
Total		\$5,231.08	\$0.00	\$0.00	\$0.00	\$5,231.08	\$5,231.08		\$0.00

SOUTH ELEVATION

NEW 3/0 DOOR
6/0 x 12/0 GARAGE DOOR
TO MATCH EXISTING



ARTICLES OF AGREEMENT FOR DEED

1. **BUYER**, Kathleen Bergeron, or Buyer's designated LLC, (hereinafter referred to as "Buyer"), of 215 Barrington Ave. East Dundee, IL 60118, agrees to purchase, and **SELLER**, **OTTO ENGINEERING, INC., an Illinois corporation in good standing**, (hereinafter referred to as "Seller"), of [REDACTED] agrees to sell to Buyer, at the **PURCHASE PRICE** of \$200,000.00, the **PROPERTY** commonly known as 211 Barrington Ave, East Dundee, Illinois 60118, legally described as follows:

See Exhibit A attached hereto and made a part hereof

(hereinafter referred to as the "premises") together with all improvements, fixtures and, if any, such personal property as is present in, on or about the premises as of the date hereof.

All of the foregoing improvements, fixtures and said personal property shall remain on the Premises, are included in the purchase price and shall be transferred to the Buyer by a Bill of Sale (**See Exhibit B**) at the time of final closing (defined below) in the condition each is in on the date of initial closing (defined below).

2. **THE DEED:**

(a) If the Buyer shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or Buyer's nominee, by a recordable, stamped Warranty Deed or, if applicable, Trustee's Deed, good title to the premises subject only to the following "permitted exceptions," if any: (1) General real estate taxes not yet due and payable including taxes which may accrue by reason of new or additional improvements during the year 2023; (2) Special assessments confirmed after this contract date; (3) Building, building line and use or occupancy restrictions, conditions and covenants of record; (4) Zoning and building laws and ordinances; (5)

Easements for public utilities and roads and highways, if any; (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (7) Acts done or suffered by the Buyer or anyone claiming by, through or under the Buyer;

(b) Performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller, c/o Otto Engineering, Inc. at 2 E. Main Street, Carpentersville, Illinois 60110, or such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of 7.0% per annum, all payable in the following manner:

(a) Buyer has paid \$ZERO as earnest money;

(b) At the time of the initial closing, the sum of \$50,000.00, plus or minus prorations, if any, as hereinafter provided (the "Down Payment");

(c) The balance of the purchase price, \$150,000.00, shall be paid in equal monthly installments of \$998.00 each commencing on the 1st day of February, 2024 and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments").

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid, shall be due on the 1st day of the month 36 months after the initial closing (the terms above were computed on a 3 year "balloon" with interest in arrears based on a 30 year amortization).

See Amortization Schedule at Exhibit C

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments owed by Buyer which subsequent to the date of this Agreement may become a lien on the premises; third, to pay insurance

premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

4. CLOSINGS: The initial closing shall occur at Chicago Title Insurance Company (the "Title Company"), 2175 Point Blvd., Suite 165, Elgin, IL 60123. Final closing shall occur at a mutually agreeable location if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer upon Initial Closing provided that the full Down Payment has been paid to Seller in cash or cashier's or certified check on the Initial Closing, and that Buyer has paid their share of title company settlement charges, and further provided that Buyer on such Initial Closing date is otherwise not in default.

6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed (prior mortgage) against the title to the Premises with a balance including interest not to exceed the balance of the Purchase Price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times, be prior to the interest that Buyer may have in the Premises, and Buyer expressly agrees upon demand to execute and/or acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby).

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect

Buyer's interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. SURVEY: Seller shall not be obligated to provide a Plat of Survey either at initial closing or final closing except that if a prior issued survey is available at initial closing, Seller shall provide Buyer and the title company with a copy thereof together with an affidavit of no new improvements since said issuance.

8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by the Title Company to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof subject only to: (1) the general exceptions contained in the policy; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money and which shall be removed at or prior to the initial closing; and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the Title Company commit to insure against loss or damage that may be caused by such exceptions, and the initial closing shall be delayed, if necessary, during said thirty (30) day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived or to obtain a commitment for title insurance specified above as to such exceptions within the specified time, the Buyer may terminate the contract or elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to

take accept the title commitment as it then is, with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void without further action of the parties and all monies paid by Buyer hereunder shall be refunded to Buyer.

(c) Every title commitment which conforms with subparagraph (a) shall be conclusive evidence of good title therein shown as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises and the condition of title to the premises as shown on or before the initial closing. Seller shall upon delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at initial closing and final closing an Affidavit of Title covering relevant dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, to which the Title Company commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee or the beneficiaries of said Trust. All parties shall execute an ALTA Loan and Extended Coverage Owner's Policy Statement and such other documents as are customary or required by the issuer of the commitment for title insurance at initial and final closings. **See Exhibit D and E attached hereto and made a part hereof.**

10. COVENANTS, CONDITIONS AND RESTRICTIONS: The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises.

11. PRORATIONS: General real estate taxes, special assessments and, if final meter readings cannot be obtained, water and other utilities, shall be adjusted ratably as of the date of the initial closing. **See Exhibit "F" attached hereto and made a part hereof.**

12. ESCROW CLOSING: This transaction, or the conveyance contemplated hereby, shall be made through escrow with the Title Company in accordance with the general provisions of an escrow trust covering Articles of Agreement for Deed consistent with the terms of this Agreement. The Down Payment at the initial closing and the final payment at the final closing shall be made through escrow. The cost of the escrow for the initial closing shall be paid 50% by Seller and 50% by Buyer and the cost of the escrow for the final closing shall be paid by Buyer.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a code violation which existed in the structure on the premises herein described before this Agreement was executed, has been received by the Seller, or any principal, shareholder, officer, director, employee or agent since Seller acquired ownership.

(b) Seller represents that all improvements, including any equipment and appliances to be conveyed, including but not limited to the following: if applicable, are in operating condition: all mechanical equipment; heating and cooling equipment, water heaters and softeners; septic; plumbing; and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or its representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. **IN THE ABSENCE OF WRITTEN**

NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE IMPROVEMENTS AND EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of the initial closing.

(d) As of the initial closing date, there shall be no persons or parties in possession of any part of the premises, whether as tenants, tenants at sufferance, trespassers or otherwise, other than Buyer's Affiliate.

(e) As of the initial closing, there shall be no service or vendor contracts, agreements, equipment leases or licenses which Buyer will be required to assume or pay or to which Buyer may become bound.

(f) As of the Effective Date, there shall be no condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type which have been instituted or to the knowledge of Seller which are pending or threatened against Seller, the property, or any part thereof.

(g) As of the Effective Date, and to Seller's knowledge, Seller has not received from any governmental authority written notice of any violation of any environmental laws applicable to the Property.

(i) If, after the date of this Agreement and prior to the initial closing, either Seller or Buyer should gain such knowledge or such facts should occur which would cause any of the representations and warranties in this paragraph to be false through no fault of the representing or warranting party, the discovering party must promptly notify the other and if

Seller cannot remedy the issue to Buyer's satisfaction prior to the Initial Closing or such time as the parties may mutually agree for such remedy, then Buyer shall have the right to terminate this Agreement, in which event Buyer and Seller shall have no further obligations under this Agreement.

(j) In the event of the breach of any warranty or representation made herein or elsewhere in this Agreement by Seller, or in the event any liability is suffered by or asserted against Buyer or the property as a result of any occurrence on about the property prior to the final closing, Seller shall indemnify and hold Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and costs), and charges which Buyer may incur, or to which Buyer may become subject, as a direct or indirect consequence of such breach or liability, including all incidental and consequential damages.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on the premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including, by way of example and not by way of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair and in a clean, sightly and healthy condition by Buyer, Seller may either (1) enter same, by his agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's use of the premises, and make the necessary repair and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly and healthy condition; or (2) notify the Buyer to make such repairs and to place said premises in a clean,

sightly and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then Seller may avail himself of such remedies, if any, as Seller may elect from those that are by this Agreement or at law or equity provided. Notwithstanding anything above to the contrary, Seller shall not interfere with Buyer's Affiliate's restaurant business operations in performing any repairs set forth above.

15. IMPROVEMENTS, FIXTURES AND EQUIPMENT: At the time of delivery of the premises to Buyer, Buyer shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

(a) Buyer shall from and after the initial closing, keep insured against loss or damage by fire and other casualty, the improvements now and hereafter erected on premises with a company, or companies reasonably acceptable to Seller in policies acceptable to Seller and, also, flood insurance if the premises is designated as being located in a flood zone, with coverage not less than the replacement value of such improvements) for the benefit of the parties hereto and the interest of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (1) in the event the insurance proceeds are sufficient to reconstruct fully or restore such improvements, to pay for the

restoration or reconstruction of such damaged or lost improvement, or (2) in the event the insurance proceeds are not sufficient to reconstruct fully such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller BY SEPARATE CHECK on the day each installment payment is due, or if none is provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth or more at Buyer's option of the yearly taxes and assessments which may become a lien on the premises all as reasonably estimated to provide sufficient sums for the full payment of such charges one (1) month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price. If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay

said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Seller to Buyer requesting payment thereof. Seller may not charge for holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller, including any unused deposits made by Buyer for the year of the final closing. **See Exhibit "F" attached hereto and made a part hereof.**

19. BUYER'S INTEREST:

(a) Except for the contractual rights bestowed upon Buyer by this Agreement, no right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

20. LIENS:

(a) Buyer shall not suffer any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights

of the Seller.

(b) Each and every contract for repairs or improvements in excess of \$5,000.00 on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all liens or claim of liens against the subject premises, except if the same shall contain such express waiver or release of lien upon the party contracting and a copy of each and every such contract shall be promptly delivered to Seller.

21. DEFAULT:

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default cannot be reasonable cured within 30 days in which case the 30-day period shall be extended to a reasonable amount of days, or if the default involves a dangerous condition then it shall be cured forthwith) Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in the Act. . In the event that the Illinois Mortgage Foreclosure Law shall apply, the parties will proceed in accordance with that Law.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents and all rents which accrue thereafter and, in addition to the remedies provided above and

in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose, and Buyer agrees to pay, a **late charge** not exceeding 5% of any periodic sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined if within thirty (30) days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, or in defending any proceeding to which Buyer or Seller is made a party as a result of the act or omissions of the other party.

(b) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law unless specifically waived in this Agreement. No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default. The payment or acceptance of money after it falls due, or after knowledge of any breach of this Agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of

any notice, or after commencement of any suit, or after final judgment for possession of the premises, shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the addresses shown in Paragraph 1 or if to Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Thirty (30) days of continual physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof, shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to other remedies available to Seller as set forth in this Agreement, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a Bill of Sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon, and inspection of, the premises provided that Seller shall give Buyer and any such tenant no less than twenty-four (24) hours' notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be calculated at the rate set forth herein on the balance from time to time unpaid for the year then divided by 360.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder without the prior written consent of Seller. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises, in any such transferee, pledgee or assignee.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the deed of conveyance aforesaid, Affidavit of Title and a Bill of Sale to any personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of wire transfer, cash, cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, if any, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer and, to facilitate the delivery of the documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior

mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. TITLE IN TRUST:

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of Paragraph 2, except that the conveyance shall be by Trustee's Deed. (Title to the premises is vested in an Illinois Land Trust currently maintained by Chicago Title Land Trust Company which information shall be verified in Schedule A of the title commitment to be issued as specified in Paragraph 8 preceding. The beneficiary and Power of Direction in said land trust is one and the same to wit, the Seller).

(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed jointly and severally to have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at any time after the execution of this Agreement, title to the premises is not held in a trust, Seller agrees that, upon written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this Paragraph 29 with Buyer paying all trust fees and recording costs resulting thereby.

30. RECORDING: The parties shall record a memorandum hereof at Buyer's expense. **See**

Exhibit "G" attached hereto and made a part hereof.

31. EXHIBITS: The provision contained in any Exhibits attached hereto shall be deemed to be part of this Agreement as though herein fully set forth.

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two (2) or more persons designated as "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller, or if Seller is a trustee, by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or its attorney on or about the initial closing; otherwise, at the Buyer's option, this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate

brokers were involved in this transaction.

38. CLOSING STATEMENT: The initial closing statement is attached hereto as **Exhibit "H"** attached hereto and made a part hereof.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this ____ day of _____, 2023.

SELLER:

OTTO ENGINEERING, INC.

By: T. J. Bergeron

Its: Pres & Beneficiary

BUYER:

**Next Treasure, LLC, an Illinois
Limited Liability Company**

By: Kathleen Bucci Bergeron

Its: Kathleen Bucci Bergeron, its Manager-Member

EXHIBIT "A"

LEGAL DESCRIPTION

P.I.N. 03-23-303-010

COMMONLY KNOWN AS: 211 Barrington Ave., East Dundee, IL 60118

EXHIBIT "C"

AMORTIZATION SCHEDULE

EXHIBIT "D"

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)

) ss.

COUNTY OF KANE)

THE UNDERSIGNED AFFIANT, BEING FIRST DULY SWORN, ON OATH SAYS,
AND ALSO COVENANTS WITH AND WARRANTS TO THE CONTRACT PURCHASER
HEREIN NAMED:

That affiant(s) has(have) an interest in the premises described below or in the proceeds
thereof or is the Seller in the within Articles of Agreement for Deed selling the following
described premises:

SEE LEGAL DESCRIPTION IN EXHIBIT A

That no labor or material has been furnished for premises within the last four months, that
is not fully paid for.

That since the title date in the report on title issued by Chicago Title Insurance Company
in connection with these Articles of Agreement for Deed, affiant(s) has(have) not done or
suffered to be done anything that could in any way affect the title to premises, and no
proceedings have been filed by or against affiant(s), nor has any judgment or decree against
affiant(s) within five days from the date hereof.

That affiant(s) is(are) in undisputed and peaceful possession of the premises and no other
parties have any rights or claims to possession of the premises, except as hereinafter set forth:

That all water taxes, except the current bill, have been paid, and that all the insurance
policies assigned have been paid for; that no general taxes are now unpaid and delinquent.

That this instrument is made to induce, and in consideration of, the said Contract
Purchaser's consummation of the purchase by Articles of Agreement for Deed of premises and
further to induce Chicago Title Insurance Company to issue its title insurance policy covering the
premises.

That the covenants and warranties herein set forth are continuing covenants and
warranties to and including the date of delivery of the deed to the above-identified Contract
Purchaser's and shall have the same force and effect as if made on the date of such delivery of
deed.

Affiant(s) further states: Naught.

Execution of the within Articles of Agreement for Deed

by Seller shall be deemed execution of this affidavit
by Seller

EXHIBIT "E"

ALTA STATEMENT

See ALTA Statement attached hereto and made a part hereof



EXHIBIT "F"

The first installment payment due under these Articles of Agreement for Deed shall be February 1, 2024.

Buyer shall make payments monthly in two (2) increments as follows:

	\$ 998.00	Principal and Interest
+	\$ 450.00	Taxes + Insurance (amount may change from year to
year)		
	\$1,448.00	Total

Seller and Buyer agree that Buyer shall pay said monthly installments in **two (2) increments** so that Buyer's contribution toward taxes over the three (3) year period can be quickly and accurately determined and not commingled with principal and interest payments.

The parties agree and understand that the taxes for the period January 1, 2023 through initial closing are Seller's responsibility and that Seller shall pay same timely when due.

Installment payments shall be made to:

Otto Engineering, Inc.
2 E. Main St.
Carpentersville, IL 60110

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Caleb Haydock, Management Intern

Subject: Approval of TIF Notes for PAL Land, LLC

Date: June 24, 2024

Action Requested:

Staff recommends Village Board approval of two ordinances authorizing TIF Notes in the amount of \$127,881.95 from the Route 25 TIF and \$37,955.71 from the Christina Dr TIF to be assigned to PAL Land, LLC (201 Christina Dr, East Dundee, IL 60118) for TIF eligible expenses associated with the construction of industrial buildings, roadways, and other infrastructure in the Terra Business Park.

Funding Source:

Dundee Crossing (Route 25) TIF #2- Fund #38
Christina Dr TIF #4 - Fund #36

Summary:

PAL Land, LLC has submitted new reimbursement requests regarding TIF-eligible expenses to the Village. The Village Attorneys have reviewed the expenses and drafted the attached ordinances. PAL Land, LLC originally requested reimbursement amounts of \$989,388.26 (Christina Drive) and \$435,726.64 (Route 25), which are attached below. Through the services of a 3rd party TIF consultant, Johnson Research Group, staff have determined and recommend for approval the revised amounts listed above. The rationale can be found in the attached Johnson Research Group memo dated January 19th, 2024.

These are TIF Notes #11 & #9, respectively, and follow the requirements under the approved First Amendment to the Amended and Restated Development Agreement approved on May 2, 2022. As such, these two Notes do not accrue any interest and will only be reimbursed when there is available TIF increment generated from the respective properties.

Additionally, PAL Land, LLC has reached the \$10M cap that they were subject to on TIF-eligible expense reimbursements contained in the 2012 agreement. This cap was reached on the

previously issued TIF notes. Expenses incurred prior to the approval of the First Amendment to the Amended and Restated Development Agreement in May 2022 were subject to the cap and also to interest. The Notes for approval today and any future notes are not subject to interest.

These Notes are not liabilities of the Village and will not be paid from any other sources if there is not sufficient TIF increment generated from the buildings that PAL Land, LLC has constructed available to satisfy the Notes.

For the purposes of financial management of TIF Note # 11 & #9, the Notes will be retroactive applied to November 1, 2023 which is 30 business days from the date of receipt of the request (September 20, 2023).

Attachments:

Johnson Research Group Memo 1.19.24

Ordinance - Christina Dr Note #9

Christina Dr Note #9

Request for Note with Expenses – Christina Dr

Ordinance – Route 25 Note #11

Route 25 TIF Note #11

Request for Note with Expenses – Route 25

MEMORANDUM

DATE: January 19, 2024

TO: Erika Storlie, Village Administrator
Caleb Haydock, Management Intern
Village of East Dundee

FROM: Ann Moroney and Ralph Kinser
Johnson Research Group

RE: Findings -- Analysis of Pal Land LLC RDA and Reimbursement Request

JRG has been engaged by the Village of East Dundee ("Village") to conduct a review of the most recent 2023 reimbursement request from Pal Land LLC ("Developer") and evaluate the TIF eligibility of costs included in the Developer's most recent 2023 reimbursement request of **\$1,425,114.90** for expenses generally incurred in 2022 ("2022 Expenses"). As part of this analysis, JRG has reviewed the redevelopment agreements ("RDAs") between the Village and the Developer, Note balance details and transactions.

JRG prepared a detailed review of the 2022 Expenses and have identified a number of line items that are not TIF eligible based on the i) limitations of the TIF Act or ii) applicable RDAs. Based on our analysis, JRG has prepared a revised list of reimbursable project costs that totals **\$165,837.66**.

The attached Exhibit 1 lists the Developer's most recent request for reimbursement, with the Developer's requested amount shown in column C and JRG's comments and revised eligible amounts in columns E, F, G, and H. Note that some line items might be TIF/RDA-eligible if more documentation is provided by the Developer, including Architect's costs and Kane County Fees.

The categories and description of JRG's changes are found as follows:

RDA Limitations on Reimbursable Project Costs

Per the RDAs between the Village and the Developer, TIF reimbursable costs incurred prior to 5-2-2022 are capped at \$10.0 million. TIF-eligible costs incurred after 5-2-2022 are not subject to a cap but continue to be subject to the limitations of the TIF Act. Based on our review, as of the Developer statement dated April 30, 2023, the full \$10.0 million reimbursement cap (for expenses prior to 5-2-2022) was achieved with the Developer's submittal of 2021 expenses — see April 30, 2023 Village Statement for Pal Land TIF Notes (attached).

As a result, the most significant adjustment to the current Developer's request is to reject any costs incurred prior to 5-2-2022. This includes a reduction in the amount of eligible interest costs based on the interest payment date in the Developer's bank account records (any interest costs with date prior to 5-2-22 are rejected).

TIF Act Limitations on Reimbursable Project Costs

- 1. Eligible Interest Costs.** The TIF Act allows reimbursement of up to 30% (annually, and in total) of interest costs related to the construction of a redevelopment project. It does not allow for ongoing interest costs related to the owner's debt structure (long-term financing of the project).

Generally, this means interest costs are allowed until the project is completed and documented by a certificate of completion or occupancy (COO), or until permanent financing “takeout” is issued, which can sometimes be up to 12 months after the COO.

The Developer provided detail on four bank accounts – two from Republic Bank and two from Wintrust. Based on the amounts and timing, the records appear to indicate that the Wintrust Bank loans relate to permanent financing used by the Developer to retire the development loans from Republic Bank. This would mean that none of the Wintrust account interest costs should be included as eligible interest costs. Accordingly, JRG made adjustments to the requested TIF-eligible costs based on this interpretation, disallowing any interest costs in the Wintrust accounts, pending further information/clarification from the Developer (see attached Exhibit 2).

2. **Architect Costs.** Per the TIF Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment cost. Similarly, soft costs related to new construction are not TIF eligible. To the extent that any architecture costs are related to site design and site development costs, these would be TIF eligible.

Additional Documentation Needed: If Developer can provide detailed breakdown of the Architect’s costs, showing the portion of costs attributable to site design and site development costs distinct from new building design, etc., partial credit could be given to this line item.

3. **Kane County Impact Fees.** The current requisition includes Kane County Impact Fees without nuance. However, the RDA, as amended, states that Kane County impact fees are eligible to the extent they are incremental above the applicable fees as of 12-31-2007 with further specifications by phase: i) 100% of incremental fees eligible for Phase I; and ii) 50% of incremental fees eligible for Phases II and III.

Additional Documentation Needed: In order to properly calculate the eligible amount of the impact fee, Developer must indicate the 2007 level of impact fees and the relevant Phase for which the impact fee is applied. Also the date the fees were incurred must be clarified, as the Kane County invoice appears to be dated 3/18/2021 (prior to 5/2/2022).

4. **Building Permits.** Similar to item 3 above, building permits for new construction of private buildings are not considered an eligible cost for TIF reimbursement. To the extent any of the permit line items relate to the site, with documentation provided, they could be reconsidered.

General Comments on Documentation Provided by Developer

The documentation provided by the Developer in their reimbursement request is somewhat atypical. JRG offers the following suggestions for future submissions and/or any revised submissions:

- Developer should supply copies of the cancelled checks as proof of payment, instead of just invoices and voucher form.
- Bank records should include copies of the actual bank statements (with redactions as necessary), instead of the Developer’s internal accounting documentation.
- Bank records should clearly indicate which specific project(s) is being funded, based on the same language/Project name utilized in the relevant RDA.
- A sworn statement as to the veracity and completeness of all expense records is usually required of the Owner and/or General Contractor.
- Any land acquisition documentation should include final, signed closing statements.

Summary of TIF-Eligible Expense Findings

As discussed above and summarized in the table below, JRG's analysis shows that the costs in the Developer's request for \$1,425,114.90 should be reduced, based on the RDA limitations and TIF-eligibility, to \$165,837.66. Further documentation with regard architect's costs and Kane County impact fees could allow for revisions to this figure, as discussed above.

	Requested Amount	Eligible Amount (per JRG)
Christina TIF	\$ 989,388.26	\$ 37,955.71
Route 25 TIF	\$ 435,726.64	\$ 127,881.95
Totals	\$ 1,425,114.90	\$ 165,837.66

Exhibit 1: Pal Land LLC 2023 Reimbursement Request (for expenses incurred through 12-31-2022)

Expense	TIF	Amount Requested	Date	JRG Comments	Eligible per JRG?	Revised Eligible Amount per JRG	% Int. costs eligible [1]
A	B	C	D	E	F	G	H
Interest	Christina	\$ 39,719.01		Reduced by amount of int. accrued prior to 5/2/2022, as well as removal of Wintrust int. costs (permanent financing).	Partial	\$ 16,777.96	42.24%
North Rock Road Building	Christina	\$ 14,808.25	12/22/2022	Portion of costs were incurred prior to 5/2/2022.	Partial	\$ 12,870.75	
Storm Sewer Project	Christina	\$ 720.00	8/4/2022		Yes	\$ 720.00	
Route 68 Billboard Repair	Christina	\$ 904.00	12/30/2022	This is a maintenance cost, not development.	No	\$ -	
Permit App - East Site	Christina	\$ 3,720.00	9/9/2022		Yes	\$ 3,720.00	
Permit App - West Site	Christina	\$ 3,867.00	9/9/2022		Yes	\$ 3,867.00	
20 of 60 acre purchase	Christina	\$ 818,928.00	12/28/2016	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
.70 of 20 acre purchase	Christina	\$ 106,722.00	3/1/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
Interest	Route 25	\$ 88,015.62		Reduced by amount of int. accrued prior to 5/2/2022 and zero for Wintrust int. costs, which are related to permanent financing.	Partial	\$ 37,179.24	42.24%
Dundee Retail	Route 25	\$ 6,500.00	9/30/2022	Architect Costs	No	\$ -	
Retainer for Building Plans	Route 25	\$ 5,000.00	4/7/2022	Retainer paid 4/7 but work probably happened after 5/2/22 (retainer applied on 9/30 inv.). Architect costs.	No	\$ -	
Dundee Retail	Route 25	\$ 1,870.21	11/9/2022	Architect Costs.	No	\$ -	
Christina Drive Sewer Work	Route 25	\$ 11,950.00	10/7/2022		Yes	\$ 11,950.00	
1011 engineering costs	Route 25	\$ 2,685.00	10/7/2022		Yes	\$ 2,685.00	
Rock Road improvements	Route 25	\$ 10,570.00	10/7/2022		Yes	\$ 10,570.00	
Rock Road / Sewer Extension	Route 25	\$ 14,075.00	11/9/2022		Yes	\$ 14,075.00	
Dundee Retail	Route 25	\$ 5,355.00	11/9/2022		Yes	\$ 5,355.00	
Dundee Retail	Route 25	\$ 4,900.00	12/5/2022		Yes	\$ 4,900.00	
NE Storm Sewer Project	Route 25	\$ 1,020.00	3/23/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
TIF Consult	Route 25	\$ 1,592.00	4/21/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
Dundee Retail	Route 25	\$ 23,750.00	5/11/2022	Invoice date 5/4/2022, likely for costs incurred thru 4/30/22--ineligible as over the \$10 mill cap. (Architect costs)	No	\$ -	
Dundee Retail	Route 25	\$ 6,132.09	9/14/2022	MOST costs incurred prior to 2022 (see ED invoice).	Partial	\$ 3,347.50	
250 monument sign	Route 25	\$ 7,690.00	1/12/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
PAL Truck Park Signage	Route 25	\$ 420.00	3/20/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
Updated Pal Truck Park Signage	Route 25	\$ 492.00	12/22/2022	Not eligible as considered part of ongoing maintenance or operations.	No	\$ -	
Dundee Retail -site prep	Route 25	\$ 18,000.00	11/19/2022		Yes	\$ 18,000.00	
Fire Impact Fee	Route 25	\$ 9,725.21	10/7/2022		Yes	\$ 9,725.21	
Kane County Impact Fee [2]	Route 25	\$ 76,745.26	9/9/2022	Need incremental amount; only 50% of such incremental amount is eligible (assuming for "prior Phase II or III") as described in RDA. Also, Kane County invoice is dated 3/18/2021 (pre-5/2/22).	No	\$ -	
1011 Permit Fee	Route 25	\$ 112,495.35	9/30/2022	Not eligible, bldg permits directly related to new bldg construction.	No	\$ -	
TIF Consult	Route 25	\$ 400.00	8/4/2022		Yes	\$ 400.00	
TIF Consult	Route 25	\$ 1,080.00	8/4/2022		Yes	\$ 1,080.00	
TIF Consult	Route 25	\$ 243.75	6/22/2022	Cost incurred 4/8/2022 (pre 5/2/2022)	No	\$ -	
TIF Consult	Route 25	\$ 1,100.00	7/7/2022		Yes	\$ 1,100.00	

Exhibit 1: Pal Land LLC 2023 Reimbursement Request (for expenses incurred through 12-31-2022)

Expense	TIF	Amount Requested	Date	JRG Comments	Eligible per JRG?	Revised Eligible Amount per JRG	% Int. costs eligible [1]
Terra Lot 5 ESCROW	Route 25	\$ 2,598.15	6/15/2022	Reduce by \$98.15 incurred pre-5/2/2022.	Partial	\$ 2,500.00	
TIF Consult	Route 25	\$ 1,600.00	2/9/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
TIF Consult	Route 25	\$ 5,812.00	3/16/2022	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
Right of Way Work	Route 25	\$ 8,895.00	7/30/2021	All costs prior to 5/2/2022 ineligible: Max of \$10 million achieved in 2021.	No	\$ -	
Lot 3	Route 25	\$ 2,640.00	7/8/2022		Yes	\$ 2,640.00	
Lot 3	Route 25	\$ 375.00	9/14/2022		Yes	\$ 375.00	
IDOT Permits	Route 25	\$ 2,000.00	9/21/2022		Yes	\$ 2,000.00	
Total Costs		\$ 1,425,114.90				\$ 165,837.66	
Total reduction in Eligible Expenses						\$ (1,259,277.24)	

Summary - Subtotal by TIF

	Christina	\$ 989,388.26				\$ 37,955.71	
	Route 25	\$ 435,726.64				\$ 127,881.95	
Total Costs		\$ 1,425,114.90				\$ 165,837.66	

JRG Notes:

1. Interest Costs were adjusted to remove interest costs incurred prior to 5/2/2022 and permanent financing interest costs -- see attached Exhibit 2.
2. Kane County Impact Fees -- up to 50% of incremental cost may be eligible--further documentation needed, including clarification of date fees were incurred.

Exhibit 2: Summary of Developer-Provided Bank Account Records (through 12-31-2022) with Revised TIF-Eligible Interest Cost Calculation

	Wintrust 2333-Pal Holding LLC Note ID =1 (permanent financing)	Wintrust 2327-Pal Holding LLC Note ID =1 (permanent financing)	Republic 4901-Pal Line of Credit Note ID =1	Republic 4901-Pal Line of Credit Note ID =3	TOTALS
Interest Costs					
Total Tallied & confirmed	\$ 50,139.86	\$ 106,672.91	\$ 46,307.21	\$ 222,662.10	\$ 425,782.08
Costs Prior to 5/2/22			\$ 1,543.58	\$ 20,049.69	
Costs Prior to 5/2/22			\$ 11,032.64	\$ 18,239.31	
Costs Prior to 5/2/22				\$ 16,986.70	
Costs Prior to 5/2/22				\$ 21,260.06	
Tot Costs Prior to 5/2/22	\$ -	\$ -	\$ 12,576.22	\$ 76,535.76	
Remove Perm Financing int costs	\$ 50,139.86	\$ 106,672.91			
Final Net Eligible	\$ -	\$ -	\$ 33,730.99	\$ 146,126.34	\$ 179,857.33
Percentage of costs eligible (incurred after 5/1/2022 and excluding permanent financing)					42.24%

ORDINANCE NUMBER 24 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING THE ISSUANCE OF A TIF
NOTE TO PAL LAND, LLC
(CHRISTINA DRIVE TIF DISTRICT – TIF NOTE NO. 9 - \$37,955.71)**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in accordance with the requirements of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“TIF Act”), the Village President and Board of Trustees, pursuant to Ordinance Nos. 10-25, 10-26 and 10-27, adopted on May 16, 2010, designated the “Christina Drive Redevelopment Project Area” as a redevelopment project area, as defined in the TIF Act, approved a Redevelopment Plan and Project for the Christina Drive Redevelopment Project Area and adopted tax increment allocation financing in the Christina Drive Redevelopment Project Area, pursuant to the TIF Act, respectively; and

WHEREAS, on November 14, 2012, the Village entered into an “Amended and Restated Redevelopment Agreement” (“Redevelopment Agreement”) with Pal Land, LLC (“Developer”) regarding property owned by the Developer located within the Christina Drive Redevelopment Project Area; and

WHEREAS, on May 2, 2022, the village entered into the “First Amendment to the Amended and Restated Redevelopment Agreement” (“Redevelopment Agreement”) with Developer regarding property owned by the Developer located within the Christina Drive Redevelopment Project Area; and

WHEREAS, the 2012 agreement establishes a \$10 million dollar cap on the reimbursement of TIF-eligible expenses by the Developer; and

WHEREAS, the Village has determined to issue a TIF Note in the principal amount of Thirty-Seven Thousand, Nine Hundred Fifty-Five Dollars and Seventy-One cents (\$37,955.71) (“TIF Note”) and to loan the proceeds thereof to the Developer to finance the eligible expenses allocated to or incurred with respect to the property subject to the Redevelopment Agreement, on the terms and conditions as set forth in the Redevelopment Agreement; and

WHEREAS, the 2022 Agreement establishes that any Notes approved after May 2, 2022, shall accrue no interest; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the issuance of the TIF Note to Developer;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Authorization. That it is advisable, necessary, and in the best interests of the Village that the Village issue the TIF Note to the Developer.

SECTION 3: Form of TIF Note. That the TIF Note shall be in substantially the form attached hereto as **Exhibit A**, with such changes thereto by the Village Administrator and Village Attorney as to make the TIF Note consistent with this Ordinance.

SECTION 4: Authorization to Issue TIF Note. That the Village hereby authorizes the issuance of its TIF Note in the principal amount of Thirty-Seven Thousand, Nine Hundred Fifty-Five Dollars and Seventy-One Cents (\$37,955.71) bearing no interest, and substantially in the form attached hereto as **Exhibit A**. The Village is hereby authorized to execute and deliver to the Developer its TIF Note, which shall be dated from the date of November 1st, 2023.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2024 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this _____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.

EXHIBIT A

(TIF NOTE)

NOTE
VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS

SPECIAL TAX INCREMENT REVENUE NOTE

(Note No. 9)

Christina Drive Redevelopment Project Area

\$37,955.71

to be dated as of November 01, 2023

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), the President and Board of Trustees of the Village of East Dundee, Illinois (the “*Corporate Authorities*”) pursuant to Ordinance Nos. 10-25, 10-26 and 10-27, adopted on May 17, 2010, designated a Redevelopment Project Area and approved a Redevelopment Plan for the redevelopment of the Redevelopment Project Area known as the Christina Drive Redevelopment Project Area; and,

WHEREAS, on November 14, 2012, the Village and Pal Land, LLC (the “*Developer*”) entered into a certain Amended and Restated Development Agreement (the “*Amended Agreement*”), the terms and provisions of which are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Amended Agreement; and,

WHEREAS, pursuant to the Amended Agreement, the Village has agreed to reimburse the Developer for Redevelopment Project Costs incurred by the Developer in connection with or as a result of the development of certain portions of the Christina Drive Redevelopment Project Area.

NOW, THEREFORE, the Village, by and through the Corporate Authorities, covenants and agrees as follows:

1. *Incorporation of recitals and definitions of terms.* The foregoing recitals are incorporated into this Note as if they were fully set forth in this *Section 1*.

2. *Promise to pay.* Subject to the terms, conditions and limitations contained in the Amended Agreement, and until the Termination Date of the Amended Agreement, the Village promises to pay to the order of the Developer, when and as provided in the Amended Agreement, the principal sum of *\$37,955.71*, together with interest on the balance of such principal sum outstanding from time to time at the rate of six percent (6%) per annum.

3. *Pledge of, and lien on, Incremental Taxes deposited in the Pal Land Sub-Account.* THIS NOTE SHALL BE PAYABLE FROM AND SECURED BY A PLEDGE OF, AND LIEN ON, INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME IN THE PAL LAND SUB-ACCOUNT OF THE CHRISTINA DRIVE STAF. SUCH PAYMENT, PLEDGE AND LIEN SHALL BE SUBJECT AND SUBORDINATE ONLY TO THE PRIOR PAYMENTS, PLEDGES AND LIENS PROVIDED FOR IN THE AMENDED AGREEMENT.

4. *Payments.* So long as the Amended Agreement is in full force and effect, payments on account of the indebtedness evidenced by this Note shall be made as set forth in the Amended Agreement.

Payments on this Note made from monies deposited in the Sub-Account of the Christina Drive STAF shall be applied to reduce the outstanding principal balance first, and thereafter the interest obligations hereunder. Payments made under this Note shall be in the amount of the monies in the Pal Land Sub-Account of the Christina Drive STAF to the extent that said monies are available, as provided for in the Amended Agreement, to reimburse the Developer for the sums due hereunder.

To the extent the Village executes and delivers other Notes (in addition to this Note) pursuant to the terms of the Amended Agreement, payments of principal shall first be made as to all such notes (beginning with the earliest-dated note) and thereafter payments of interest obligations coming due on all notes, this note included, shall be made (again beginning with the earliest dated note), and such obligations shall continue to be of force and effect, with respect to the Note and each of such earlier dated Notes, until all principal and interest obligations coming due on such Notes have been satisfied in full by the Village.

5. *Place of payment.* Payments made under this Note by the Village shall be made by check payable to the order of the Developer and mailed to the Developer at such address as the Developer may designate in writing from time to time.

6. *Limited obligation of the Village.* THIS NOTE IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE AND IS NOT PAYABLE OUT OF THE VILLAGE'S GENERAL REVENUE FUND. THIS NOTE CONSTITUTES A LIMITED OBLIGATION OF THE VILLAGE, AND ALL PAYMENTS DUE UNDER THIS NOTE SHALL BE PAYABLE SOLELY FROM INCREMENTAL TAXES THAT ARE AVAILABLE FOR SUCH PURPOSE UNDER THE PROVISIONS OF THE AMENDED AGREEMENT. FAILURE OF THE VILLAGE TO REIMBURSE DEVELOPER FOR REDEVELOPMENT PROJECT COSTS DUE TO INSUFFICIENT FUNDS GENERATED WITHIN THE PAL LAND SUB-ACCOUNT OF THE CHRISTINA DRIVE STAF SHALL NOT BE DEEMED A DEFAULT ON THE PART OF THE VILLAGE.

7. *Default.* If Incremental Taxes are available to make any payment required by this Note, and the Amended Agreement is in full force and effect, and if the Village thereafter fails to make such payment, the Village shall be deemed to be in default under this Note. After any default, the Developer may bring an action in any court of competent jurisdiction to enforce payment of this Note, provided that the Developer shall have first given the Village notice of its intent to bring

such action and thirty (30) days to cure any such default. Failure of the Developer to exercise its right to bring an action to remedy a default hereunder shall not constitute a waiver of its right to bring an action to remedy any subsequent default.

8. *Miscellaneous.*

(a) In any provision of this Note is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision to be unlawful, void or unenforceable as written, then it is the intent of the Village and the Developer that such provisions shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the Village and the Developer shall continue in full force and effect.

(b) Upon endorsement, assignment or other transfer of this Note by the Developer or by operation of law, the term "the Developer" as used herein shall mean such endorsee, assignee, or other transferee or successor of the Developer then becoming holder of this Note. This Note shall inure to the benefit of the Developer, its successors and assigns and successor holders of this Note, and shall be binding upon the Village and its successors and assigns. Notwithstanding the foregoing, this Note shall be fully assignable by the Developer to any lender who financed the development of the Subdivision. With the exception of any such lenders, this Note may only be assigned by the Developer to others with the prior written consent of the Village.

(c) Any notice, request, demand, instruction or other document to be given or served hereunder shall be addressed, delivered and deemed effective as provided in the Development Agreement.

(d) The provisions of this Note shall not be deemed to amend the provisions of the Amended Agreement in any respect. To the extent of any conflict or inconsistency between the provisions of the Amended Agreement and the provisions of this Note, the Amended Agreement shall in all instances supersede and control.

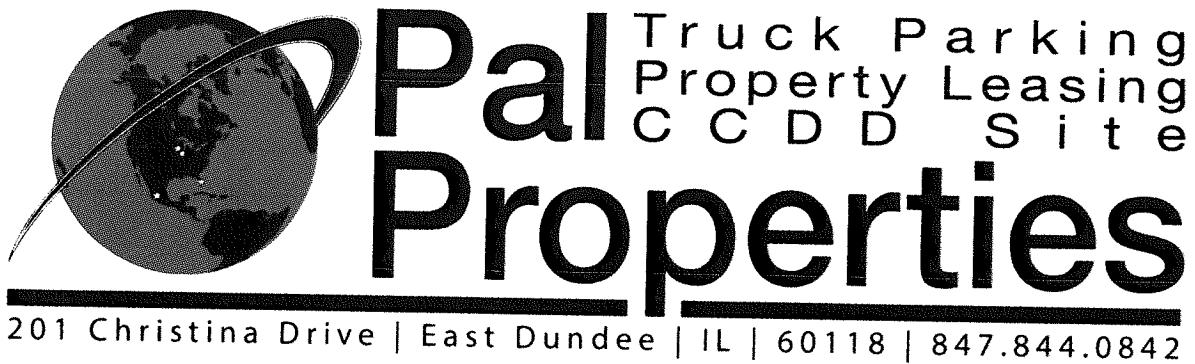
This Note is executed as of the date first written above.

Village of East Dundee, an Illinois municipal
corporation

By: _____
President

Attest:

Village Clerk



received
09-20-23 BSM

August 1, 2023

Village of East Dundee
Attn: Brandiss Martin
120 Barrington Avenue
East Dundee, IL 60118

Hello Brandiss,

Attached is our 2023 Summary of Expenses for the Christina Drive TIF. Each expense is supported by a bill and proof of payment. For your convenience, the list of itemized expenses coincide with the order of the supporting documentation.

If you have any questions, please call me at (847) 844-0842.

Thank you,

Austin Schmidt

Vendor	Amount	Memo	TIF
Christina			
Interest - Wintrust, Republic - 31.09% of total	\$39,719.01	Interest from Line of Credit	Christina
Village of East Dundee	\$14,808.25	North Rock Road building	Christina
Pinnacle	\$720.00	Storm sewer project	Christina
Meyer Signs & Graphics	\$904.00	Route 68 billboard repair	Christina
Alpha Environmental	\$3,720.00	Permit app - East site	Christina
Alpha Environmental	\$3,867.00	Permit app - West site	Christina
Plote	\$818,928.00	20 of 60 acre purchase at \$0.94 per s.f.	Christina
Plote	\$106,722.00	0.70 of 20 acre purchase at \$3.50 per s.f.	Christina
Total Christina	\$989,388.26		

PAL LAND INTEREST ALLOCATION FOR TIF NOTES - 2022

Bank / Note	Interest Rate	2022 Interest paid	30% of interest
Republic Bank Note 1	5.00%	\$ 46,307.21	\$ 13,892.16
Republic Bank Note 3	5.00%	\$ 222,662.10	\$ 66,798.63
Wintrust Bank Note - Unrestricted	7.75%	\$ 50,139.86	\$ 15,041.96
Wintrust Bank Note - Restricted	7.75%	\$ 106,672.91	\$ 32,001.87
Total balances 2022		<u>\$ 425,782.08</u>	<u>\$ 127,734.62</u>

TIF Notes	Note Balance @ 12.31.22	Interest allocation	Interest allocated to notes
RT 25 Principal balance	\$ 3,411,173.60	68.91%	\$ 88,015.62
Christina Drive Principal balance	\$ 1,539,367.99	31.09%	\$ 39,719.01
	<u>\$ 4,950,541.59</u>		<u>\$ 127,734.62</u>

Christina

WINTRUST

Loan Activity

Report Created: 08/01/2023 04:05:01 PM (ET)
Current as of: 07/31/2023
Loan Account: 071925651 - *2333 - Pal Holding LLC
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
RATE CHANGE	12/15/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AUTODEBIT INT PMT	12/10/2022	\$26,169.63	\$0.00	\$26,169.63	\$0.00	\$4,858,251.98
LOAN DISBURSEMENT	12/02/2022	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$4,858,251.98
LOAN DISBURSEMENT	12/01/2022	\$278,000.00	\$278,000.00	\$0.00	\$0.00	\$4,458,251.98
PRIN PYMT NO INV UPD	11/22/2022	\$59,000.00	\$59,000.00	\$0.00	\$0.00	\$4,180,251.98
LOAN DISBURSEMENT	11/17/2022	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$4,239,251.98
AUTODEBIT INT PMT	11/10/2022	\$12,744.07	\$0.00	\$12,744.07	\$0.00	\$4,306,251.98
PRIN PYMT NO INV UPD	11/10/2022	\$87,000.00	\$87,000.00	\$0.00	\$0.00	\$4,219,251.98
PRINCIPAL PAYMENT	11/04/2022	\$658,000.00	\$658,000.00	\$0.00	\$0.00	\$4,306,251.98
RATE CHANGE	11/03/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	10/14/2022	\$373,900.76	\$373,900.76	\$0.00	\$0.00	\$4,964,251.98
LOAN DISBURSEMENT	10/14/2022	\$322,099.24	\$322,099.24	\$0.00	\$0.00	\$4,590,351.22
PRIN PYMT NO INV UPD	10/13/2022	\$607,000.00	\$607,000.00	\$0.00	\$0.00	\$4,268,251.98
AUTODEBIT INT PMT	10/10/2022	\$11,226.16	\$0.00	\$11,226.16	\$0.00	\$4,875,251.98
LOAN DISBURSEMENT	09/30/2022	\$61,076.92	\$61,076.92	\$0.00	\$0.00	\$4,875,251.98
LOAN DISBURSEMENT	09/27/2022	\$755,011.48	\$755,011.48	\$0.00	\$0.00	\$4,814,175.06
LOAN DISBURSEMENT	09/23/2022	\$1,426,674.67	\$1,426,674.67	\$0.00	\$0.00	\$4,059,163.58
LOAN DISBURSEMENT	09/02/2022	\$2,632,488.91	\$2,632,488.91	\$0.00	\$0.00	\$2,632,488.91
EST NEW LOAN	08/31/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WINTRUST

Loan Activity

Report Created: 08/01/2023 04:04:35 PM (ET)
Current as of: 07/31/2023
Loan Account: 071925651 - *2327 - Pal Holding LLC
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
LOAN DISBURSEMENT	12/19/2022	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$9,052,767.46
LOAN DISBURSEMENT	12/19/2022	\$54,580.00	\$54,580.00	\$0.00	\$0.00	\$9,027,767.46
RATE CHANGE	12/15/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	12/14/2022	\$62,000.00	\$62,000.00	\$0.00	\$0.00	\$8,973,187.46
AUTODEBIT INT PMT	12/10/2022	\$55,694.92	\$0.00	\$55,694.92	\$0.00	\$8,911,187.46
AUTODEBIT INT PMT	11/10/2022	\$23,020.56	\$0.00	\$23,020.56	\$0.00	\$8,911,187.46
RATE CHANGE	11/03/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AUTODEBIT INT PMT	10/10/2022	\$27,957.43	\$0.00	\$27,957.43	\$0.00	\$8,911,187.46
LOAN DISBURSEMENT	09/30/2022	\$112,000.00	\$112,000.00	\$0.00	\$0.00	\$8,911,187.46
LOAN DISBURSEMENT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$8,799,187.46
REV LOAN DISBURSEMNT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$8,799,187.46
EST NEW LOAN	08/31/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:07:58 PM (ET)
Current as of: 07/31/2023
Loan Account: 071001180 - *4000 - Pal 200 Mortgage
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Automatic Payment/ACH	12/05/2022	\$22,535.05	\$8,549.40	\$13,985.65	\$0.00	\$4,084,812.18
Automatic Payment/ACH	11/05/2022	\$22,535.05	\$8,054.77	\$14,480.28	\$0.00	\$4,093,361.58
Automatic Payment/ACH	10/05/2022	\$22,535.05	\$8,492.86	\$14,042.19	\$0.00	\$4,101,416.35
Automatic Payment/ACH	09/05/2022	\$22,535.05	\$7,996.56	\$14,538.49	\$0.00	\$4,109,909.21
Automatic Payment/ACH	08/05/2022	\$22,535.05	\$7,968.42	\$14,566.63	\$0.00	\$4,117,905.77
Automatic Payment/ACH	07/05/2022	\$22,535.05	\$8,409.58	\$14,125.47	\$0.00	\$4,125,874.19
Automatic Payment/ACH	06/05/2022	\$22,535.05	\$7,910.80	\$14,624.25	\$0.00	\$4,134,283.77
Automatic Payment/ACH	05/05/2022	\$22,535.05	\$8,354.01	\$14,181.04	\$0.00	\$4,142,194.57
Automatic Payment/ACH	04/05/2022	\$22,535.05	\$7,853.58	\$14,681.47	\$0.00	\$4,150,548.58
Automatic Payment/ACH	03/05/2022	\$22,535.05	\$9,244.89	\$13,290.16	\$0.00	\$4,158,402.16
Automatic Payment/ACH	02/05/2022	\$22,535.05	\$7,789.02	\$14,746.03	\$0.00	\$4,167,647.05
Payment	01/10/2022	\$22,535.05	\$7,765.09	\$14,769.96	\$0.00	\$4,175,436.07

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:08:33 PM (ET)
Current as of: 07/31/2023
Loan Account: 071001180 - *4901 - PAL LAND LINE OF CREDIT
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Payoff	09/29/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rate Change	09/22/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payment	09/02/2022	\$35,628.08	\$0.00	\$0.00	\$35,628.08	\$0.00
Payment	09/02/2022	\$38,000.00	\$0.00	\$0.00	\$38,000.00	\$0.00
Payoff	09/02/2022	\$2,421,033.33	\$2,416,000.00	\$5,033.33	\$0.00	\$0.00
Payment	08/18/2022	\$7,780.67	\$0.00	\$7,780.67	\$0.00	\$2,416,000.00
Loan Advance	08/11/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$2,416,000.00
Loan Advance	08/09/2022	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$1,866,000.00
Rate Change	07/28/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$1,836,000.00
Payment	07/20/2022	\$6,858.81	\$0.00	\$6,858.81	\$0.00	\$1,836,000.00
Reversal	07/05/2022	-\$156,483.49	-\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/05/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Reversal	07/01/2022	-\$156,483.49	-\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/01/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/01/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Loan Advance	06/29/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,992,483.49
Automatic Payment/ACH	06/18/2022	\$6,664.36	\$0.00	\$6,664.36	\$0.00	\$1,836,000.00
Loan Advance	06/15/2022	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$1,836,000.00
Automatic Payment/ACH	05/18/2022	\$7,393.82	\$0.00	\$7,393.82	\$0.00	\$1,821,000.00
Reversal	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$1,821,000.00
Loan Advance	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$1,821,000.00
Reversal	04/29/2022	-\$11,032.64	\$0.00	-\$11,032.64	\$0.00	\$1,821,000.00
Payment	04/29/2022	\$11,032.64	\$0.00	\$11,032.64	\$0.00	\$1,821,000.00
Payment	04/21/2022	\$11,032.64	\$0.00	\$11,032.64	\$0.00	\$1,821,000.00
Loan Advance	04/13/2022	\$1,600,000.00	\$1,600,000.00	\$0.00	\$0.00	\$1,821,000.00
Payment	04/11/2022	\$2,279,000.00	\$2,279,000.00	\$0.00	\$0.00	\$221,000.00

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Automatic Payment/ACH	03/18/2022	\$1,543.58	\$0.00	\$1,543.58	\$0.00	\$2,500,000.00
Loan Advance	03/04/2022	\$2,279,000.00	\$2,279,000.00	\$0.00	\$0.00	\$2,500,000.00
Payment	03/02/2022	\$173,000.00	\$173,000.00	\$0.00	\$0.00	\$221,000.00
Loan Advance	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$394,000.00
Reversal	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$368,000.00
Loan Advance	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$368,000.00
Loan Advance	02/16/2022	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$368,000.00
Payment	02/09/2022	\$66,000.00	\$66,000.00	\$0.00	\$0.00	\$293,000.00
Loan Advance	02/03/2022	\$359,000.00	\$359,000.00	\$0.00	\$0.00	\$359,000.00

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:09:10 PM (ET)
 Current as of: 07/31/2023
 Loan Account: 071001180 - *4901 - PAL LAND LINE OF CREDIT
 Note ID: 3
 Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Payoff	09/02/2022	\$8,721,658.57	\$8,703,526.23	\$18,132.34	\$0.00	\$0.00
Payment	08/18/2022	\$35,660.28	\$0.00	\$35,660.28	\$0.00	\$8,703,526.23
Rate Change	07/28/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$8,703,526.23
Payment	07/20/2022	\$30,824.99	\$0.00	\$30,824.99	\$0.00	\$8,703,526.23
Automatic Payment/ACH	06/18/2022	\$32,631.66	\$0.00	\$32,631.66	\$0.00	\$8,703,526.23
Automatic Payment/ACH	05/18/2022	\$28,877.07	\$0.00	\$28,877.07	\$0.00	\$8,703,526.23
Loan Advance	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$8,703,526.23
Payment	04/21/2022	\$21,260.06	\$0.00	\$21,260.06	\$0.00	\$8,153,526.23
Loan Advance	04/11/2022	\$3,028,086.00	\$3,028,086.00	\$0.00	\$0.00	\$8,153,526.23
Automatic Payment/ACH	03/18/2022	\$16,986.70	\$0.00	\$16,986.70	\$0.00	\$5,125,440.23
Automatic Payment/ACH	02/18/2022	\$18,239.31	\$0.00	\$18,239.31	\$0.00	\$5,125,440.23
Loan Advance	02/03/2022	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$5,125,440.23
Loan Advance	01/26/2022	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$5,100,440.23
Payment	01/19/2022	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$5,076,440.23
Automatic Payment/ACH	01/18/2022	\$20,049.69	\$0.00	\$20,049.69	\$0.00	\$5,133,440.23
Payment	01/12/2022	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$5,133,440.23
Payment	01/07/2022	\$293,000.00	\$293,000.00	\$0.00	\$0.00	\$5,176,440.23

Pal Land LLC		Village of East Dundee	December 22, 2022	Check No. 1084
Document No.	Document Date	Posting Description	Amount	Discount Net Amount
244	11/28/2022	Inv 244; TIF N Rock Rd Building	14,808.25	14,808.25

~~Xine~~

Christina Private

Total

14,808.25

**VILLAGE OF EAST DUNDEE**120 BARRINGTON AVE
EAST DUNDEE IL 60118

847-426-2822 Phone

Bill To: PAL LAND
201 CHRISTINA DRIVE
East Dundee IL 60118

Land

INVOICE**Invoice Number:** 244
Invoice Date: 11/28/2022
Customer Number: 16032
Amount Due: \$14,808.25
Due Date: 12/28/2022

Quantity	Description	Unit Price	Net Amount
1	ESCROW EXPENSES	4,808.25	4,808.25
1	ESCROW EXPENSES REPLENISH	10,000.00	10,000.00
<i>X Fork Rock Road Bonding</i> <i>X THIS WILL BE PAID BY THE TIF - CHRISTINA DRIVE</i> <i>due To Pal LAND</i> <i>12/8/22</i>			
Invoice Total:			\$14,808.25

Return This Portion with Your Payment

Thank you for your business!

Gerald L. Heinz & Associates, Inc.

206 North River Street
East Dundee, IL 60118-
Tel: 847-426-4535 Fax: 847-426-4584

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118-

Invoice

Invoice Date: Oct 7, 2022
Invoice Num: 20417
Billing Through: Dec 31, 2022

PENNY ROAD/RTE STORM SEWER IMPROVEMENTS (ED-2266:00K) - Managed by (103)

Contract Amount: \$0.00

Amount Billed: \$8,589.25

Amount Remaining: N/A

FOR PLAN REVIEW SERVICES FOR THE PROPOSED PALUMBO STORM SEWER IMPROVEMENT IN THE VILLAGE OF EAST DUNDEE, ILLINOIS FOR THE PERIOD FROM AUGUST 1, 2021 THRU AUGUST 31, 2021 (DEVELOPER'S EXPENSE):

For professional services rendered on the above referenced project for the period ending: December 31, 2022

<u>Employee</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PRINCIPAL ENGINEER, PROJECT MA	19.25	\$155.00	\$2,983.75
PROJECT ENGINEER	3.50	\$118.00	\$413.00
Total Service Amount:			\$3,396.75

Reimbursable Expenses:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
10/7/2022	103	REPRODUCTION SERVICES	27.00	\$2.00	\$54.00
Total Expenses:					\$54.00
Amount Due This Invoice:					\$3,450.75

This invoice is due upon receipt

Gerald L. Heinz & Associates, Inc.

206 North River Street
East Dundee, IL 60118-
Tel: 847-426-4535 Fax: 847-426-4584

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118-

Invoice

Invoice Date: Nov 14, 2022
Invoice Num: 20469
Billing Through: Dec 31, 2022

PENNY ROAD/RTE STORM SEWER IMPROVEMENTS (ED-2266:00K) - Managed by (103)

Contract Amount: \$0.00

Amount Billed: \$11,844.25

Amount Remaining: N/A

FOR PLAN REVIEW SERVICES FOR THE PROPOSED PALUMBO STORM SEWER IMPROVEMENT IN THE VILLAGE OF EAST DUNDEE, ILLINOIS FOR THE PERIOD FROM OCTOBER 1, 2021 THRU OCTOBER 31, 2021 (DEVELOPER'S EXPENSE):

For professional services rendered on the above referenced project for the period ending: December 31, 2022

Employee

PRINCIPAL ENGINEER, PROJECT MA

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
21.00	\$155.00	\$3,255.00

Total Service Amount: \$3,255.00

Amount Due This Invoice: \$3,255.00

This invoice is due upon receipt

Gerald L. Heinz & Associates, Inc.

206 North River Street

East Dundee, IL 60118-

Tel: 847-426-4535 Fax: 847-426-4584

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118-

Invoice

Invoice Date: Nov 14, 2022

Invoice Num: 20474

Billing Through: Dec 31, 2022

PENNY ROAD/RTE STORM SEWER IMPROVEMENTS (ED-2304:00K) - Managed by (103)

Contract Amount: \$0.00

Amount Billed: \$2,910.00

Amount Remaining: N/A

FOR DEVELOPER'S CONFERENCE, FOR PLAN REVIEW AND OTHER INVOLVEMENT FOR THE PROPOSED PENNY ROAD DEVELOPMENT, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS FOR THE PERIOD FROM OCTOBER1, 2022 THRU OCTOBER 31, 2022 (DEVELOPER'S EXPENSE):

For professional services rendered on the above referenced project for the period ending: December 31, 2022

Employee

PRINCIPAL ENGINEER, PROJECT MA

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1.00	\$155.00	\$155.00

Total Service Amount: \$155.00

Amount Due This Invoice: \$155.00

This invoice is due upon receipt

Pal Land LLC	Pinnacle Engineering Group	August 4, 2022	Check No. 3516		
Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12267	7/27/2022	Inv 12267; TIF Storm Sewer Project	720.00		720.00

Christina - Pave. Total 720.00

Invoice

TIF



Invoice Date: 07/27/2022 Invoice No.: 12267
Period: Through 02/28/2022

Client: Joe Palumbo
Title: Owner
Company: 400 Pal Land, LLC
Address: 201 Christina Dr
East Dundee, IL 60118

PM: Brian Johnson
Title: Senior Project Manager/Principal
Office: East Dundee, IL
Address: 1051 E. Main Street, Suite 217
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: NE Storm Sewer Improvements
Location: East Dundee, IL

PEG Job No.: 1411.00-IL

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Topographic Survey / Engineering Base Map (Improvement Area Only)	\$3,850.00	100%	\$ 0
Engineering Improvement Plans & Permitting	\$10,600.00	75%	\$ 0
Stormwater Report & Exhibits	\$6,500.00	75%	\$ 0
Additional Services			
Village Board Meeting & TIF Exhibits	T & M		\$720.00
Reimbursables			
Reproductions / Printing / Postage			\$ 0

"Storm sewer project
at North end of Christina Drive TIF"

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$720.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Meyer Signs & Graphics

December 30, 2022

Check No. 1085

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9898	12/21/2022	Inv 9898; Billboard Repair Rt 68	904.00		904.00
Total					904.00

**Meyer Signs & Graphics**

341 Sola Dr
Gilberts, IL 60136
Ph: (847) 844-9880
Email: info@meyersigns.com
Web: http://www.meyersigns.com

Land
Star ✓

Invoice #: 9898**Customer #: 624**

Order Created: 12/10/2022 2:25:51PM

Sale Date: 12/21/2022 4:43:46PM

Billboard

Sale Date: 12/21/2022 4:43:46PM

Page 1 of 1

Account No.: 624

Billed To: Palumbo Management

Contact: Joe Palumbo

Address: West Dundee, IL

Email: paljoe@msn.com

Office Phone: (847) 844-9880

Repair

Rt 68

Advertising

Created Date: 12/10/2022 2:25:51PM

Salesperson: House Account

Email: N/A

Phone: N/A

Description: Patch for large billboard on Rte 68

	Quantity	Price	Discount	Unit Price	Subtotal
1	1.00	\$480.00	\$96.00	\$384.00	\$384.00
Product: Full Color Digital Prints					
Description: 1 big patch for billboard					
• 1- 30 in (H) x 240 in (W) Single Sided Print(s) made from 3551 - Premium Calendered Digital Print Vinyl stock material					
• Mounted on: Coroplast - 4 mil White, Coroplast - 4 mil White					
• Laminated with Lamination Gloss 210 Calendered on face					
2	1.00	\$650.00	\$130.00	\$520.00	\$520.00
Product: Installation of Non-Electric Signs					
Description: Installations -					
Requires use of lift					
• 1 hr of install Time.					
• Using a Crew of 2 Personnel.					

Pay Online

Order Subtotal: \$1,130.00

Discount: \$226.00

Total Taxes: \$0.00

Total: \$904.00

Order Balance: \$904.00

Payment Terms: Balance due upon receipt.

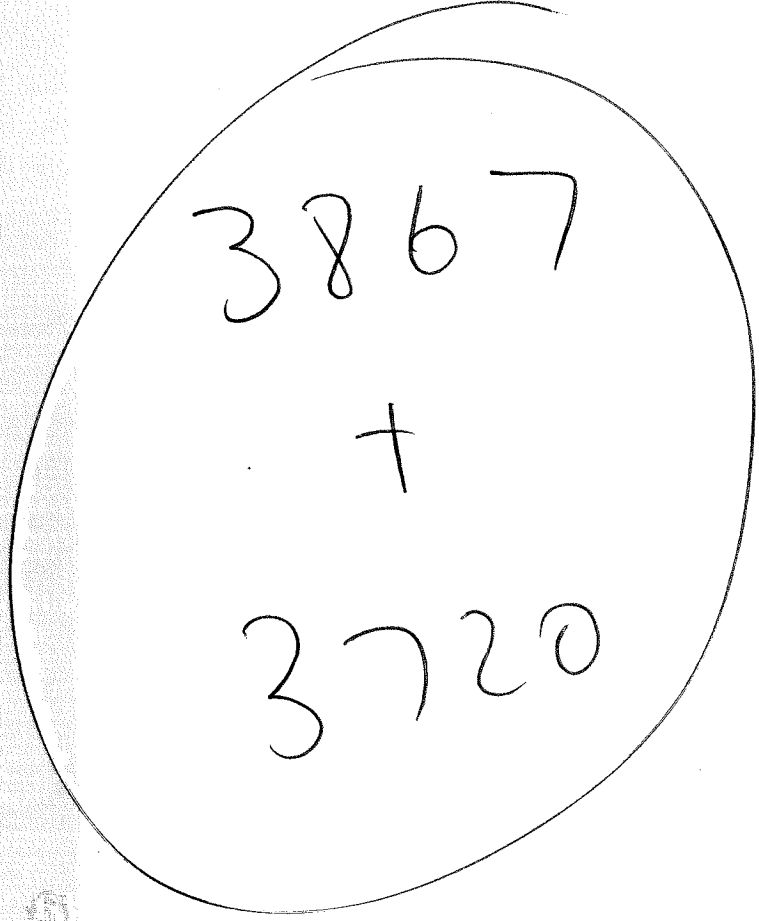
Print Date: 12/21/2022

First Impressions are Lasting Impressions

Tax ID: 26-4462216

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9.1.22 ALPHA	9/1/2022	Inv 22-05; Permit Ap North Site	3,867.00		3,867.00
9.1.22 ALPHA	9/1/2022	Inv 22-06; Permit Ap East Site	3,720.00		3,720.00

Total 7,587.00



3867
+
3720

Alpha Environmental, Inc.

5 Pembroke Circle

Streamwood, IL 60107

Ph: (630) 772-0867 — TJENO@AOL.COM

de 9/5
"50007"

Palumbo Mgmt., LLC
PalLand II, LLC
201 Christina Drive
East Dundee, IL
VIA Email

September 1, 2022

Subject: Invoice for Permit Ap for PalLand II – East CCDD Site AE Invoice 22--06

Dear Joe:

Alpha Environmental, Inc. (AE) prepared a permit application for the PalLand II East CCDD site. This represents the invoice for permit Prep.

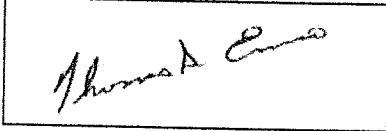
AE Labor 31 hours @\$120 per hour

\$3,720.00

Total Due \$3,720.00

If you have any questions or require clarification about this invoice please call me at (630) 772-0867.

Sincerely,



Thomas A. Enno

Alpha Environmental, Inc.

5 Pembroke Circle

Streamwood, IL 60107

Ph: (630) 772-0867 — TJENO@AOL.COM

106117 CA 9/17
500011

Palumbo Mgmt., LLC
PalLand, LLC
201 Christina Drive
East Dundee, IL
VIA Email

September 1, 2022

Subject: Invoice for Permit Ap for PalLand—North CCDD Site AE Invoice 22--05

Dear Joe:

Alpha Environmental, Inc. (AE) prepared a permit application for the PalLand North CCDD site. This represents the invoice for permit Prep.

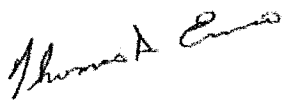
AE Labor 31 hours @\$120 per hour
Registered Mail 14 @\$10.50 Ea

\$3,720.00
\$ 147.00

Total Due \$3,867.00

If you have any questions or require clarification about this invoice please call me at (630) 772-0867.

Sincerely,



Thomas A. Enno

REAL ESTATE PURCHASE CONTRACT

1. **PAL Land, LLC**, a Delaware limited liability company ("**Purchaser**") agrees to purchase at a price (the "**Purchase Price**") equal to the lesser of (i) Two Million, Five Hundred Thousand Dollars (\$2,500,000.00), or (ii) the product of number of "Net Square Feet", as hereinafter defined, contained within the Property multiplied by 9728/10,000 Dollars (\$0.9728, as adjusted per the survey described below, on the terms set forth herein, the following described unimproved real estate in Kane County, Illinois:

See legal description attached hereto and made a part hereof as **Exhibit A-1** (legal description to be inserted by Seller's attorney at a later date by mutual agreement of the "Parties", as hereinafter defined) as delineated on the diagram attached hereto as **Exhibit A-2** (the "**Property**") containing approximately fifty-nine (59) acres (per survey) below.

The term "**Net Square Feet**" means the amount of square footage within the Property that does not lie in any public right-of-way, as certified to Purchaser in the Survey described in Section 6.

2. **Sale.** **ROCK ROAD DEVELOPMENT, LLC**, an Illinois limited liability company ("**Seller**") agrees to sell the Property, at the Purchase Price and on the terms set forth herein, and to convey or cause to be conveyed to Purchaser fee simple title thereto by a recordable special warranty deed (the "**Deed**"), with release of homestead rights, if any, and a proper bill of sale, if applicable, subject only to Permitted Exceptions as defined on **Exhibit B** (the "**Permitted Exceptions**"). For purposes of this Contract, Purchaser and Seller are individually referred to as a "**Party**" and collectively as the "**Parties**."

3. **Earnest Money.** Purchaser shall deposit with Chicago Title Insurance Company (the "**Title Company**"), Fifty Thousand Dollars (\$50,000.00) as earnest money (the "**Earnest Money**"). The Earnest Money shall be paid by Purchaser upon execution of this Contract and shall be placed into a strict joint order escrow, which shall be established by the Parties with the Title Company. Upon the expiration of the "Due Diligence Period", as defined in Section 4 below, the Earnest Money shall become non-refundable to Purchaser except in the case of a Seller default. The Earnest Money will be applied to the Purchase Price at "Closing", as hereinafter defined. Except as set forth above, if this Contract is terminated prior to the expiration of the Due Diligence Period, for any reason other than Purchaser's fault, as set forth herein, the Parties jointly will direct the Title Company to return the Earnest Money to Purchaser. The Earnest Money will be held in a non-interest bearing, federally insured market account to be held and administered in accordance with the terms of this Contract and the joint order escrow instructions executed by the Parties and the Title Company. Purchaser shall be responsible for, and shall pay, all fees charged attributable to such account.

4. **Due Diligence.** Purchaser acknowledges that Purchaser, Purchaser's agents and representatives have been afforded the opportunity to: (i) review the "Due Diligence Materials", as hereinafter defined, including, without limitation, determination of sufficiency of utilities to the Property and review of all environmental documentation to determine the presence, if any, of any "Hazardous Materials", as hereinafter defined, in or on the Property; and (ii) make physical inspections and real estate tax analyses of the Property. In addition, Purchaser acknowledges that Seller is a party to a certain agreement pursuant to which, Purchaser is acquiring a parcel of real property (the "**Master Parcel**") that contains the Property (the "**Master Purchase Agreement**"), which Master Purchase Agreement contains a non-disclosure provision. Notwithstanding the foregoing, Purchaser has not, and will not, required Seller to commit any act in violation of that non-disclosure provision contained in the Master Purchase Agreement and that Purchaser shall indemnify and hold harmless Seller for any claims, losses and expenses incurred by Seller as a result of any due diligence activities conducted by Purchaser. Seller has provided to Purchaser, in a redacted format, a copy of the Master Purchase Agreement. Purchaser agrees

REAL ESTATE CLOSING STATEMENT**SELLER: Rock Road Development, LLC****PURCHASER: PAL Land II, LLC****PROPERTY: 59 acres (north parcel of 1151 Penny Road) in Village of East Dundee, Kane County, IL****CLOSING DATE: December 28, 2016****Version 2**

Items in Yellow are estimates

→ 59.3456

			PURCHASER	SELLER
Sale Price		see detail		\$2,433,407.64
Earnest Money			\$50,000.00	
Real estate Taxes	2015	see detail	\$0.00	
Real estate Taxes	2016	see detail	\$16,853.82	
Other Credits			\$0.00	\$0.00
SUBTOTALS			\$66,853.82	\$2,433,407.64

RECAPITULATION

TOTAL SELLER'S CREDITS	\$2,433,407.64
TOTAL PURCHASER'S CREDITS	\$66,853.82
GROSS AMOUNT DUE SELLER	\$2,366,553.82

ACCEPTANCE**THE UNDERSIGNED HEREBY ACCEPT THE CLOSING FIGURES SET FORTH HEREIN**

SELLER

PURCHASER**SELLER'S SETTLEMENT**

GROSS AMOUNT DUE AT CLOSING	\$2,366,553.82
PLUS EARNEST MONEY	\$50,000.00
TOTAL AVAILABLE FUNDS	\$2,416,553.82

LESS:

Mortgage pay-off / partial release	\$0.00	
Recording of mortgage release	\$0.00	
Additional recording fees for _____	\$0.00	
Title insurance premium	\$0.00	
Extended coverage endorsement	\$400.00	
Commitment update fee	\$125.00	
One-half escrow fees	\$1,500.00	
Closing protection letter	\$25.00	
State registration fee	\$3.00	
Wire transfer fees (1)	\$0.00	
Survey	\$0.00	
Legal fees	\$0.00	
Brokers' commissions	\$75,000.00	
Transfer tax-state and county	\$3,750.00	Pay to Peter J. Poulos Real Estate
Other	\$0.00	
Other - extended coverage	\$400.00	
SUBTOTAL	\$81,203.00	(\$81,203.00)

NET PAYABLE TO SELLER

\$2,335,350.82 Wire to Seller

PURCHASER'S SETTLEMENT

GROSS AMOUNT DUE SELLER		\$2,366,553.82
PLUS:		
Title insurance-Loan policy	\$0.00	
Title endorsements-see detail	\$0.00	No loan policy
Policy update fee	\$125.00	
One-half escrow fees	\$1,500.00	
Recording fee-Deed	\$57.00	
Wire transfer fees	\$25.00	
1/2 cost of survey	\$0.00	post closing
National Safe Harbor	\$7,962.75	
Closing protection letter-Purchaser	\$25.00	
Other	\$0.00	
SUBTOTAL	\$9,694.75	<u>\$9,694.75</u>
TOTAL FUNDS REQUIRED TO CLOSE		<u>\$2,376,248.57</u>

DETAIL

PURCHASE PRICE CALCULATION

Net Square Feet per Survey	2,501,447.00
Price per square foot	<u>\$0.9728</u>
Purchase Price	\$2,433,407.64

REAL ESTATE TAXES:

REAL ESTATE TAXES:

Parcel	Applicable 2015 Tax Amount
#1 03-24-276-008	\$8,040.00
#2 03-24-400-005	\$21,788.76
#3 03-24-400-006	<u>\$4,251.34</u>
Total Applicable 2014 taxes	\$34,080.10
Multiplier per contract	<u>1</u>
Adjusted tax base	\$34,080.10
Preliminary allocation of 50% to Property	\$17,040.05

PRORATION FOR 2015

Paid

PRORATION FOR 2016:

Number of days elapsed to day prior to closing	<u>362</u>	
2016 proration credit	\$16,853.82	Subject to reproration

PURCHASER'S TITLE ENDORSEMENT CHARGES:

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<u>\$0.00</u>
Total Purchaser Endorsement charges	\$0.00

Purchase Price = \$ 2,433,407.64

Acreage / total s.f. = 59.3456 acres / 2,585,094.34 s.f.

Price per s.f. = \$2,433,407.64 / 2,585,094.34 = \$0.94/s.f.

20 acres x 43,560 s.f. = 871,200 s.f. x \$0.94 = \$818,928

TIF Eligible

August 3rd 2023

RE: Narrative related to PIN 03-24-400-010

Pal Land II purchased approx. 20 acres from Rock Road Development, closing in March of 2022. The 20 acres was comprised of:

- Approx. **19.15 acres of Master Parcel 03-24-400-007** – This is **NOT** part of Christina Dr TIF
- Approx. **0.70 acres of Secondary Parcel 03-24-400-006** – This **IS** part of Christina Dr TIF

As a result of the purchase, both parcels have been subdivided and assigned new PINs:

- **PAL LAND II - 03-24-400-012 (19.15 acres)** – This parcel is **NOT** part of the Christina Dr TIF
- **PAL LAND II – 03-24-400-010 (0.70 acres)** – This parcel **IS** part of the Christina Dr TIF
- **ROCK ROAD DEVELOPMENT – 03-24-400-011 (14.27 acres)** – This parcel is **NOT** part of the Christina Dr TIF
- **ROCK ROAD DEVELOPMENT – 03-24-400-009 (13.18 acres)** – This parcel **IS** part of the Christina Dr TIF



\$106,722
0.70 acres

BILL OF SALE

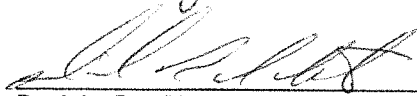
Seller, Daniel R. Plote, Manager of Rock Road Development, LLC, in consideration of Ten and No/100-----Dollars, receipt whereof is hereby acknowledged, does hereby sell, assigns, transfers and set over to buyer Pal Land II, LLC, the following described personal property located on the premises commonly known as Rock Road, East Dundee, IL 60118, to wit:

All personal property as provided for in the Real Estate Sales Contract dated February 15, 2022, by and between Pal Land II, LLC as Buyer and Daniel R. Plote, Manager of Rock Road Development, LLC, as Seller and the following items, if any:

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and make this bill of sale. *All warranties of quality, fitness, and merchantability are hereby excluded.*

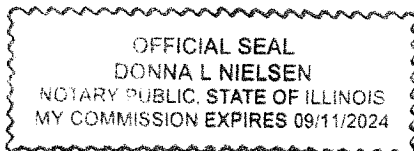
If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this document on 23RD day of February, 2022.



Daniel R. Plote, Manager of Rock Road Development, LLC

Subscribed and sworn to before me this 23RD day of February, 2022.


Notary Public

AFFIDAVIT OF TITLE

STATE OF ILLINOIS

COUNTY OF Kane

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the grantee hereinafter named: Pal Land II, LLC

that affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated MARCH 2, 2022, to Pal Land II, LLC, grantee, conveying the following described premises:

SEE ATTACHED LEGAL DESCRIPTION

Street Address: Rock Road, East Dundee, IL 60118
PIN: 03-24-400-007

That no labor or material has been furnished for premises within the last four months that is not fully paid for.

That since the title date of December 28, 2021, in the report on title issued by Chicago Title Company, LLC, affiant has not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment, note or other instrument that can result in a judgment or decree against affiant within five (5) days from the date hereof.

That the parties, if any, in possession of premises are bona fide tenants only, and have paid promptly and in full their rent to date, and are renting from _____ to _____, and not for any longer term, and have no other or further interest whatsoever in premises.

That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for.

IN WITNESS WHEREOF, the undersigned has executed this document on the date set forth below.

Dated: 2/23/2022

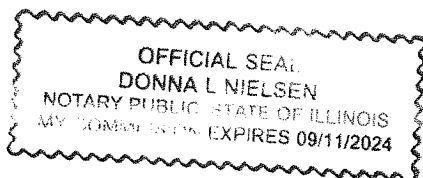


Daniel R. Plote, Manager of Rock Road Development, LLC

Subscribed and sworn to before me this 23RD day of February, 2022.



Notary Public



SCHEDULE A
(continued)

5. The Land is described as follows:

PARCEL 1:

THE NORTH 593.44 FEET OF THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 192.05 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1999 AS DOCUMENT 1999K018491; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION, 670.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1015.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE; THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 295.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13594; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH, 1130.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, SAID POINT BEING 989.3 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 525.4 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 1406.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID EAST LINE, 1396.70 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 IN INSTRUMENT RECORDED JUNE 30, 1989 AS DOCUMENT 1981961 FOR INGRESS AND EGRESS AND UTILITY PURPOSES OVER A 33 FOOT WIDE STRIP OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHOSE CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF ROCK ROAD INDUSTRIAL SUBDIVISION, UNIT NO. 1 RECORDED IN PLAT BOOK 66, PAGE 35 IN THE KANE COUNTY RECORDER'S OFFICE, SAID POINT BEING 16.72 FEET, MORE OR LESS, NORTHWESTERLY OF THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROCK ROAD DRIVE AND THE NORTH LINE OF SAID ROCK INDUSTRIAL SUBDIVISION; THENCE NORTH 0 DEGREES 14 MINUTES 58 SECONDS EAST, PARALLEL TO AND 16.50 FEET WEST, MEASURED NORMALLY, FROM THE EAST PROPERTY LINE OF MATERIAL SERVICE CORPORATION FOR A DISTANCE OF 1693.56 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 25.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Buyer/Borrower: Pal Land II, LLC

Seller: Rock Road Development, LLC, an Illinois limited liability company

Lender:

Property: Rock Road/East Dundee

Settlement Date: March 7, 2022

Disbursement Date: March 7, 2022

Check Amount: \$693.00

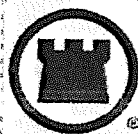
Pay To: PAL LAND II, LLC

For:

Closer/Responsible Party: Deborah Czurzynski

Printed By: Monica Smith

Order Number: 22GND612012LZ



CHICAGO TITLE AND TRUST COMPANY

IL CT Metro BMO Harris Bank-CMEL-0422

2175 Point Boulevard, Suite 165

Elgin, IL 60123

(847)844-1166

Escrow No. 22GND612012LZ (Monica Smith)

BMO Harris Bank N.A.

111 W. Monroe St.

Chicago, IL 60603

5260130359

March 7, 2022

70-1558
719

--Six Hundred Ninety-Three and 00/100 --

Dollars

TO THE
ORDER
OF

PAL LAND II, LLC

Rock Road

East Dundee, IL 60118

MEMO

AMOUNT
\$ **693.00

[Signature]
[Signature]

CUSTODIAL ESCROW ACCOUNT
VOID AFTER 90 DAYS, TWO SIGNATURES REQUIRED

MP

MP

04 203 584 811

PAL LAND II, LLC

**UNANIMOUS CONSENT BY MANAGERS
REGARDING PURCHASE OF REAL ESTATE**

WHEREAS, PAL LAND II, LLC is an Illinois limited liability company (the "Company"); and

WHEREAS, the undersigned constitute all of the Managers of the Company; and

WHEREAS, the Company desires to purchase that certain real estate commonly known as the northern most 20 acres portion of vacant land under PIN 03-24-400-007, East Dundee, Illinois (the "Real Estate"); and

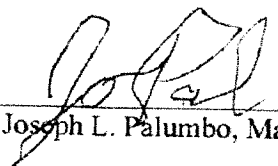
WHEREAS, the Company and Rock Road Development, LLC ("Seller") executed and entered into a certain Real Estate Purchase and Sales Contract dated February 15, 2022, (the "Contract") calling for the purchase of the Real Estate by the Company from the Seller for the sum of \$3,049,200.00 on the terms and conditions set forth in the Contract;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that prior execution of the Contract by the Company be and hereby is ratified and approved; and

FURTHER RESOLVED, that any one or more of the Managers of the Company, acting alone or in concert with each other, be and hereby is / are authorized to (i) execute and deliver any documents necessary or appropriate to cause the Company to comply with its obligations under the Contract; and (ii) take any and all other actions which such Manager(s) deems necessary or appropriate to (a) consummate the transaction contemplated by the Contract and (b) cause the title insurance company involved in said transaction to issue the required title insurance which the Seller is obligated to provide to the Purchaser; and

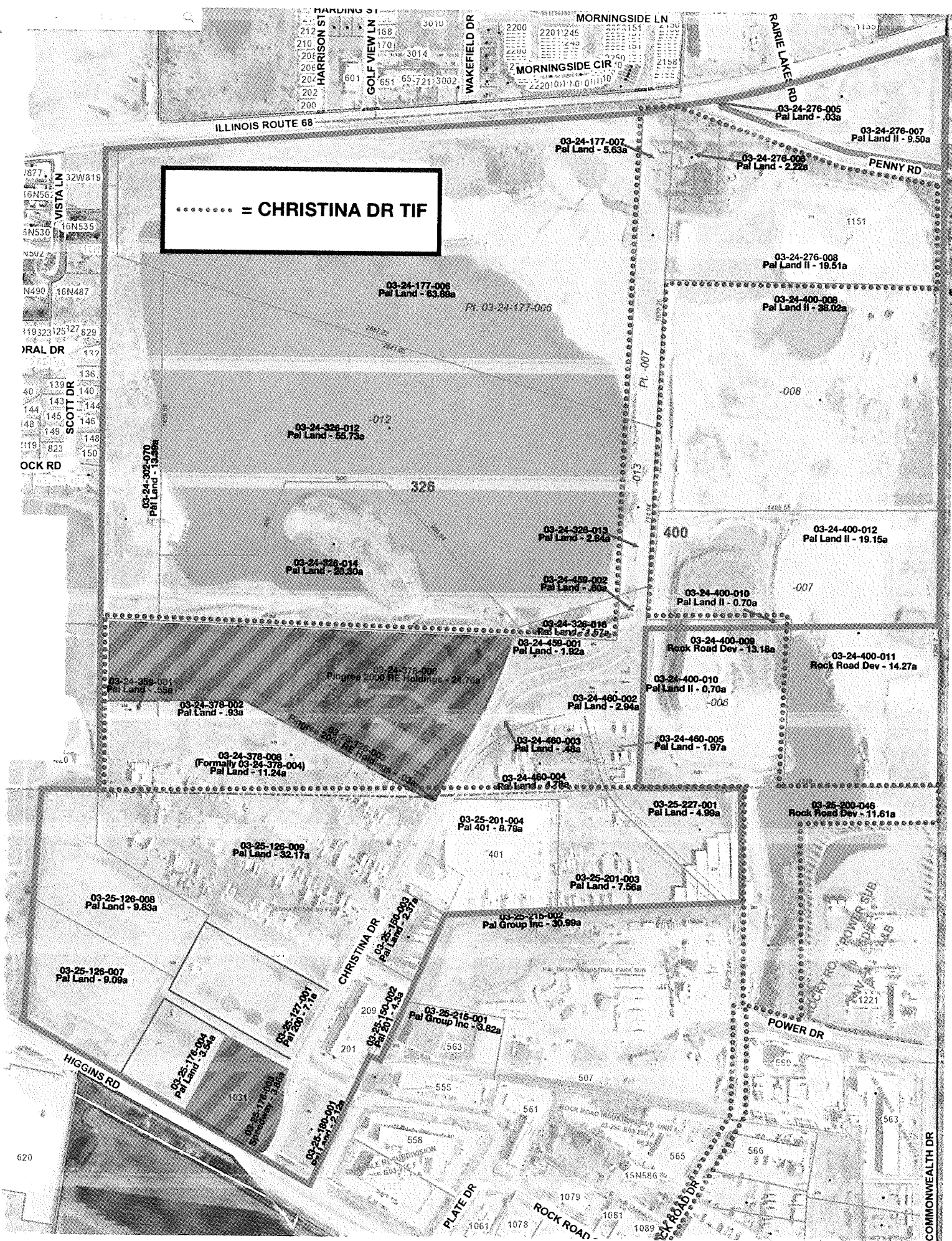
FUTHER RESOLVED, that the Seller and the title insurer shall be entitled to rely on the continuing validity of these Resolutions unless written notice of the modification, amendment or repeal of these Resolutions is delivered to them (or either of them) prior to such reliance.

Dated this _____ day of March, 2022.

By: 
Joseph L. Palumbo, Manager

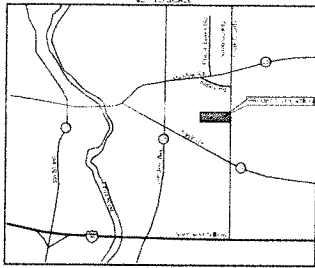

David Pedersen, Manager

By: 
Tony Colletti, Manager

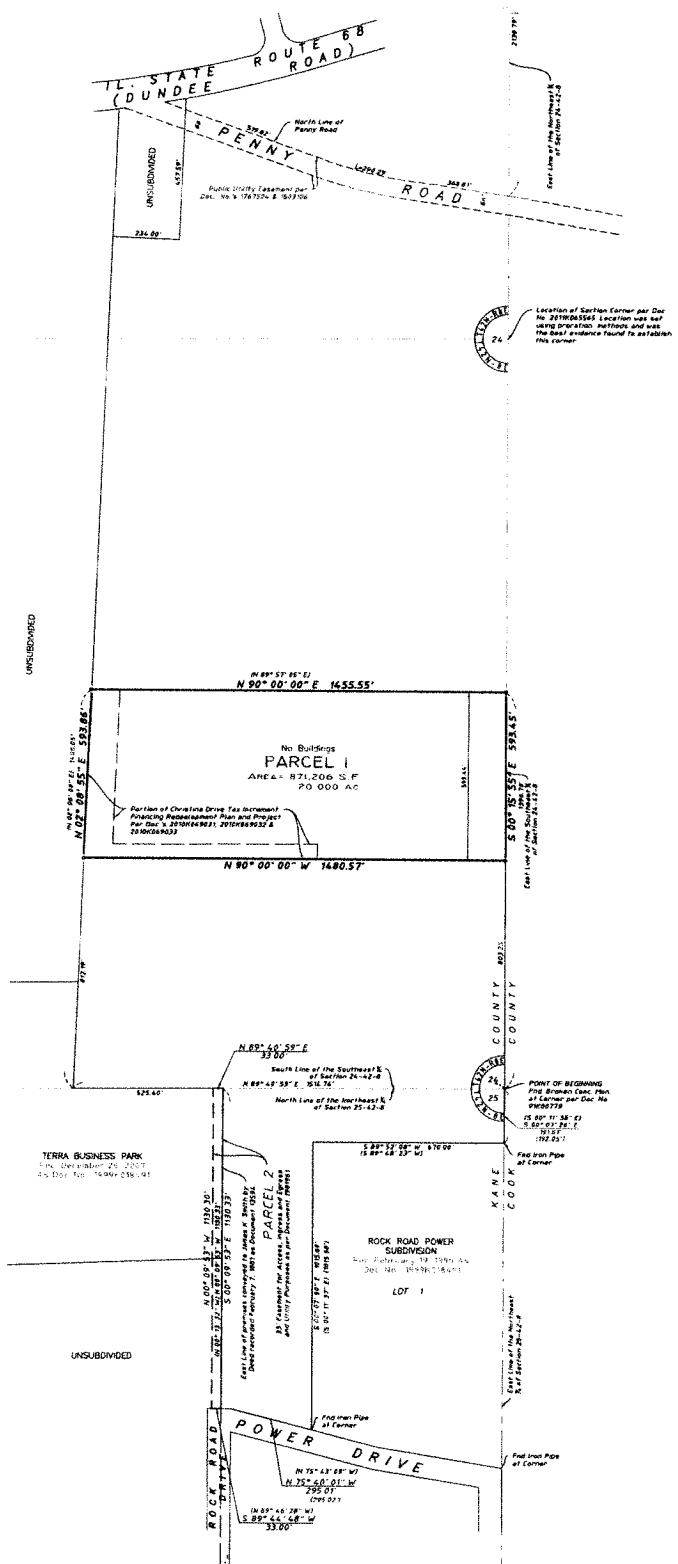


ALTA / NSPS LAND TITLE SURVEY

LOCATION MAP



SCALE 1" = 200'



PARCEL 1

THE NORTH 592.44 FEET OF THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 42 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24 THENCE SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 142.26 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18 1989 AS DOCUMENT 1989021841 THENCE SOUTH 89 DEGREES 48 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION 670.00 FEET TO THE NORTHEAST CORNER THEREOF THENCE SOUTH 10 DEGREES 11 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 1015.58 FEET TO THE SOUTHWEST CORNER THEREOF SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE 294.35 FEET THENCE SOUTH 89 DEGREES 48 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES R. SMITH BY DEED RECORDED FEBRUARY 17 1987 AS DOCUMENT 1987021433 AND OCCUPANT JOHN THOMAS NORTH 10 DEGREES 13 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF PREMISES CONVEYED TO JAMES R. SMITH BY DEED RECORDED FEBRUARY 17 1987 AS DOCUMENT 1987021433 AND OCCUPANT JOHN THOMAS 10 DEGREES 13 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF ROCK ROAD DRIVE 112.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 SAID POINT BEING 889.3 FEET WESTERLY OF AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER THE SOUTHEAST CORNER OF SAID SECTION 24 THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 125.24 FEET THENCE NORTH 12 DEGREES 36 MINUTES 05 SECONDS EAST 1408.05 FEET THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24 THENCE SOUTH ALONG SAID EAST LINE 1396.70 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF EAST DUNDEE HANE COUNTY ILLINOIS

PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 IN INSTRUMENT RECORDED JUNE 30 1989 AS DOCUMENT 1989063041 FOR EGRESS AND EGRESS AND UTILITY PURPOSES OVER A 33 FOOT WIDE STRIP OF LAND BEING PART OF THE NORTHWEST 1/4 OF SECTION 25 TOWNSHIP 42 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF ROCK ROAD DRIVE INDUSTRIAL SUBDIVISION UNIT NO. 1 RECORDED IN PLAT BOOK 86 PAGE 16 IN THE NAME COUNTY RECORDER'S OFFICE SAID POINT BEING 16.72 FEET MORE OR LESS NORTHWESTERLY OF THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROCK ROAD DRIVE AND THE NORTH LINE OF SAID ROCK ROAD INDUSTRIAL SUBDIVISION THENCE NORTH 10 DEGREES 14 MINUTES 05 SECONDS EAST PARALLEL TO AND 30 FEET WEST MEASURED NORMALLY FROM THE EAST PROPERTY LINE OF MATERIAL SERVICE CORPORATION FOR A DISTANCE OF 1663.56 FEET MORE OR LESS TO THE NORTH LINE OF SAID SECTION 25

Surveyor's Notes

- The date of taking this survey is June 15 2021.
- The survey was conducted in accordance with the Illinois Surveying Act (625 ILCS 10/1-10/10) and the Illinois Surveying Board Rules (625 ILCS 10/1-10/10).
- The survey was conducted in accordance with the Illinois Surveying Act (625 ILCS 10/1-10/10) and the Illinois Surveying Board Rules (625 ILCS 10/1-10/10).
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- The survey was conducted in accordance with the Illinois Surveying Act (625 ILCS 10/1-10/10) and the Illinois Surveying Board Rules (625 ILCS 10/1-10/10).

Exemptions to Schedule B of said instrument

- Exemption E - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption F - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption G - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption H - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption I - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption J - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption K - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption L - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption M - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption N - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption O - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption P - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption Q - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption R - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption S - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption T - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption U - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption V - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption W - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption X - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption Y - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.
- Exemption Z - Grant to Eastern Illinois Gas Company - Doc. No. 1970044 - Not based on the subject property.

State of Illinois
County of Kane

To: Pal Land V LLC A Delaware limited liability company
Rock Road Development LLC an Illinois limited liability company and
Chicago Title Insurance Company its successors and assigns

This is to certify that the map of plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, duly extensive and adopted by ALTA and NSPS, and includes items 1, 2, 4, 6, 14 and 16 of said requirements. The field work was completed on February 15 2022.

This professional survey conforms to the current Illinois minimum standards for a boundary survey.

Surveying Office: February 24 2022

By: *[Signature]*
Surveyor: *[Signature]*



HAEGER ENGINEERING
consulting engineers & land surveyors

EXPIRES 11-30-22

Ordered By: Paula Isom
Order No.: 18-200

1072
226ND0120227ELDL
PREPARED BY/AFTER
RECORDING RETURN TO:



Helmut E. Gerlach
Buckley Fine, LLC
201 S. Grove Ave., 4th Floor,
Barrington, Illinois 60010

SEND SUBSEQUENT
TAX BILLS TO:

Pal Land II, LLC
201 Christina Drive,
East Dundee, Illinois 60118

2022K013664

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 3/10/2022 1:58 PM
REC FEE: 53.00 RHSPS: 9.00
STATE TAX: 3,049.50
COUNTY TAX: 1,524.75
PAGES: 6

SPECIAL WARRANTY DEED

THE UNDERSIGNED GRANTOR DECLARES:

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ROCK ROAD DEVELOPMENT, LLC**, an Illinois limited liability company, having an address at 1100 Brandt Drive, Hoffman Estates, Illinois 60192 ("**Grantor**"), does hereby GRANT, BARGAIN AND SELL to **PAL LAND II, LLC**, an Illinois limited liability company, having an address of 201 Christina Drive, East Dundee, Illinois 60118 ("**Grantee**"), FOREVER, the portion of the real property located in the County of Kane, State of Illinois, and more particularly described in **Exhibit A** attached hereto and made a part hereof, together with, all and singular, the tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in anyway appertaining to the same, subject solely to the matters set forth in **Exhibit B** attached hereto and made a part hereof. * C/A the portion of Rock Road, E. Dundee, IL 60118

AND Grantor, for itself, and its successors and assigns, hereby covenants with Grantee that it has not done or suffered to be done, anything whereby the said real property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited, and that each Grantor is lawfully seized of said real property in fee simple subject, however, to the matters set forth in **Exhibit B** attached hereto and made a part hereof; that Grantor has good right and lawful authority to sell and convey said real property; and hereby warrants the title to said real property and will WARRANT AND DEFEND the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the 2nd day of March, 2022.

GRANTOR:

Rock Road Development, LLC, an Illinois limited liability company

By: [Signature]
Daniel R. Plote, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF DePue)

The undersigned, being a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Daniel R. Plote, personally known to me to be Manager of ROCK ROAD DEVELOPMENT, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed, sealed and delivered the said instrument, being authorized to do so, as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of March, 2022.



[Signature]
Notary Public

Unofficial Copy

EXHIBIT A

Permanent Real Estate Index Number: (part of) 03-24-400-007

Legal Description of Entire Parcel:

THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 192.05 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1999 AS DOCUMENT 1999K018491; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION, 670.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 1015.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE; THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 295.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13594; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH, 1130.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING 989.3 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 525.4 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 1406.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID EAST LINE, 1396.70 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL IN INSTRUMENT RECORDED JUNE 30, 1989 AS DOCUMENT 1981961 FOR INGRESS AND EGRESS AND UTILITY PURPOSES OVER A 33 FOOT WIDE STRIP OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHOSE CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF ROCK ROAD INDUSTRIAL SUBDIVISION, UNIT NO. 1 RECORDED IN PLAT BOOK 66, PAGE 35 IN THE KANE COUNTY RECORDER'S OFFICE, SAID POINT BEING 16.72 FEET, MORE OR LESS, NORTHWESTERLY OF THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROCK ROAD DRIVE AND THE NORTH LINE OF SAID ROCK INDUSTRIAL SUBDIVISION; THENCE NORTH 0 DEGREES 14 MINUTES 58 SECONDS EAST, PARALLEL TO AND 16.50 FEET WEST, MEASURED NORMALLY, FROM THE EAST PROPERTY LINE OF MATERIAL SERVICE CORPORATION FOR A DISTANCE OF 1693.56 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 25.

Portion of Parcel Being Conveyed:

PARCEL 1:

THE NORTH 593.44 FEET OF THAT PART OF THE EAST 1/2 OF SECTION 24 AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 192.05 FEET TO THE NORTHEAST CORNER OF LOT 1 IN ROCKY ROAD POWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1999 AS DOCUMENT 1999K018491; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN ROCKY ROAD POWER SUBDIVISION, 670.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1045.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF ROCK ROAD DRIVE; THENCE NORTH 75 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 295.02 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF ROCK ROAD DRIVE, 33.00 FEET TO A POINT ON THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13594; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH, 1130.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING 989.3 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, 525.4 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 00 SECONDS EAST, 1406.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 05 SECONDS EAST, 1455.55 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH ALONG SAID EAST LINE, 1396.70 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 IN INSTRUMENT RECORDED JUNE 30, 1989 AS DOCUMENT 1981961 FOR INGRESS AND EGRESS AND UTILITY PURPOSES OVER A 33 FOOT WIDE STRIP OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHOSE CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF ROCK ROAD INDUSTRIAL SUBDIVISION, UNIT NO. 1 RECORDED IN PLAT BOOK 66, PAGE 35 IN THE KANE COUNTY RECORDER'S OFFICE, SAID POINT BEING 16.72 FEET, MORE OR LESS, NORTHWESTERLY OF THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROCK ROAD DRIVE AND THE NORTH LINE OF SAID ROCK INDUSTRIAL SUBDIVISION; THENCE NORTH 0 DEGREES 14 MINUTES 58 SECONDS EAST, PARALLEL TO AND 16.50 FEET WEST, MEASURED NORMALLY, FROM THE EAST PROPERTY LINE OF MATERIAL SERVICE CORPORATION FOR A DISTANCE OF 1693.56 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 25.

EXHIBIT B

1. General real estate taxes for the year 2021 and subsequent years.
2. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
3. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
4. Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the instrument creating said easement. Rights of the adjoining owner or owners to the concurrent use of said easement.
5. The following Environmental Disclosure document(s) for transfer of real property appear of record which include a description of the Land insured or a part thereof recorded on July 20, 1994 as Document No. 94K057440.
6. The following Environmental Disclosure document(s) for transfer of real property appear of record which include a description of the Land insured or a part thereof recorded on August 10, 1994 as Document No. 94K062748.
7. Village of East Dundee Ordinance No. 10-24 recorded October 14, 2010 as document no. 2010K069031 approving the proposed Christina Drive Tax Increment Financing Redevelopment Plan and Project; Ordinance No. 10-25 recorded October 14, 2010 as document no. 2010R069032 designating the proposed Christian Drive TIF Redevelopment Project Area; Ordinance no. 10-26 recorded October 14, 2010 as document no. 2010K069033 Adopting Tax Increment Financing for the Christina Drive Redevelopment Project Area Tax Increment Financing District. Certificate of Correction recorded November 24, 2010 as document no. 2010K0880197.
8. Terms, conditions and provision contained on Ordinances 10-24, 10-25 and 10-26 recorded as documents 2010K069031, 2010K069032 and 2010K069033 respectively, approving and designating and the Proposed Christina Drive Tax Increment Financing Redevelopment Plan and Project and adopting tax increment allocation financing and corrected by certificate of correction recorded as document 2010K080197.
9. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded on February 17, 2017 as Document No. 2017K009142 and amended by document recorded July 17, 2019 as Document No. 2019K031028.
10. Terms and provisions contained in Non-Competition Agreement dated December 28, 2016 and recorded February 17, 2017 as Document No. 2017K009143 by and between Rock Road Development, LLC and PAL Land II, LLC.



Sandy Wegman

Kane County Recorder
719 S. Batavia Ave., Bldg. C
Geneva IL, 60134
Phone: 630-232-5935
Fax: 630-232-5945

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
COUNTY OF KANE)^{ss}

Daniel R. Plote, Manager of Rock Road Development, LLC, being duly sworn on oath,
states that affiant resides at Rock Road, East Dundee, Illinois 60118

And further states that: (please check the appropriate box)

A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
B. ☒ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

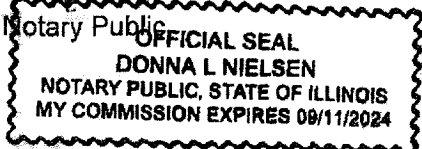
1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. This conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kane County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 23RD day of February, 20 22.

Signature of Notary Public



Signature of Affiant

ORDINANCE NUMBER 24 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING THE ISSUANCE OF A TIF
NOTE TO PAL LAND, LLC
(ROUTE 25 TIF DISTRICT – TIF NOTE NO. 11 - \$127,881.95)**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in accordance with the requirements of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (“TIF Act”), the Village President and Board of Trustees, pursuant to Ordinance Nos. 10-25, 10-26 and 10-27, adopted on May 16, 2010, designated the “Route 25 Redevelopment Project Area” as a redevelopment project area, as defined in the TIF Act, approved a Redevelopment Plan and Project for the Route 25 Redevelopment Project Area and adopted tax increment allocation financing in the Route 25 Redevelopment Project Area, pursuant to the TIF Act, respectively; and

WHEREAS, on November 14, 2012, the Village entered into an “Amended and Restated Redevelopment Agreement” (“Redevelopment Agreement”) with Pal Land, LLC (“Developer”) regarding property owned by the Developer located within the Route 25 Redevelopment Project Area; and

WHEREAS, on May 2, 2022, the village entered into the “First Amendment to the Amended and Restated Redevelopment Agreement” (“Redevelopment Agreement”) with Developer regarding property owned by the Developer located within the Route 25 Redevelopment Project Area; and

WHEREAS, the 2012 agreement establishes a \$10 million dollar cap on the reimbursement of TIF-eligible expenses by the Developer; and

WHEREAS, the Village has determined to issue a TIF Note in the principal amount of One Hundred Twenty-Seven Thousand, Eight Hundred Eight-One Dollars and Ninety-Five Cents (\$127,881.95) (“TIF Note”) and to loan the proceeds thereof to the Developer to finance the eligible expenses allocated to or incurred with respect to the property subject to the Redevelopment Agreement, on the terms and conditions as set forth in the Redevelopment Agreement; and

WHEREAS, the 2022 Agreement establishes that any Notes approved after May 2, 2022, shall accrue no interest; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the issuance of the TIF Note to Developer;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Authorization. That it is advisable, necessary, and in the best interests of the Village that the Village issue the TIF Note to the Developer.

SECTION 3: Form of TIF Note. That the TIF Note shall be in substantially the form attached hereto as **Exhibit A**, with such changes thereto by the Village Administrator and Village Attorney as to make the TIF Note consistent with this Ordinance.

SECTION 4: Authorization to Issue TIF Note. That the Village hereby authorizes the issuance of its TIF Note in the principal amount of One Hundred Twenty-Seven Thousand, Eight Hundred Eight-One Dollars and Ninety-Five cents (\$127,881.95) bearing no interest, and substantially in the form attached hereto as **Exhibit A**. The Village is hereby authorized to execute and deliver to the Developer its TIF Note, which shall be dated from the date of November 1st, 2023.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2024 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this _____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.

EXHIBIT A

(TIF NOTE)

NOTE

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS

SPECIAL TAX INCREMENT REVENUE NOTE

(Note No. 11)

Route 25 Redevelopment Project Area

\$127,881.95

to be dated as of November 01, 2023

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), the President and Board of Trustees of the Village of East Dundee, Illinois (the “*Corporate Authorities*”) pursuant to Ordinance Nos. 06-40, 06-41 and 06-42, adopted on September 18, 2006, designated a Redevelopment Project Area and approved a Redevelopment Plan for the redevelopment of the Redevelopment Project Area known as the Route 25 Redevelopment Project Area; and,

WHEREAS, on November 14, 2012, the Village and Pal Land, LLC (the “*Developer*”) entered into a certain Amended and Restated Development Agreement (the “*Amended Agreement*”), the terms and provisions of which are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Amended Agreement; and,

WHEREAS, pursuant to the Amended Agreement, the Village has agreed to reimburse the Developer for Redevelopment Project Costs incurred by the Developer in connection with or as a result of the development of certain portions of the Route 25 Redevelopment Project Area.

NOW, THEREFORE, the Village, by and through the Corporate Authorities, covenants and agrees as follows:

1. *Incorporation of recitals and definitions of terms.* The foregoing recitals are incorporated into this Note as if they were fully set forth in this *Section 1*.

2. *Promise to pay.* Subject to the terms, conditions and limitations contained in the Amended Agreement, and until the Termination Date of the Amended Agreement, the Village promises to pay to the order of the Developer, when and as provided in the Amended Agreement, the principal sum of \$127,881.95 together with interest on the balance of such principal sum outstanding from time to time at the rate of six percent (6%) per annum.

3. *Pledge of, and lien on, Incremental Taxes deposited in the Pal Land Sub-Account.*
THIS NOTE SHALL BE PAYABLE FROM AND SECURED BY A PLEDGE OF, AND LIEN

ON , INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME IN THE PAL LAND SUB-ACCOUNT OF THE ROUTE 25 STAF. SUCH PAYMENT, PLEDGE AND LIEN SHALL BE SUBJECT AND SUBORDINATE ONLY TO THE PRIOR PAYMENTS, PLEDGES AND LIENS PROVIDED FOR IN THE AMENDED AGREEMENT.

4. *Payments.* So long as the Amended Agreement is in full force and effect, payments on account of the indebtedness evidenced by this Note shall be made as set forth in the Amended Agreement.

Payments on this Note made from monies deposited in the Sub-Account Route 25 STAF shall be applied to reduce the outstanding principal balance first, and thereafter the interest obligations hereunder. Payments made under this Note shall be in the amount of the monies in the Pal Land Sub-Account of the Rt. 25 STAF to the extent that said monies are available, as provided for in the Amended Agreement, to reimburse the Developer for the sums due hereunder.

To the extent the Village executes and delivers other Notes (in addition to this Note) pursuant to the terms of the Amended Agreement, payments of principal shall first be made as to all such notes (beginning with the earliest-dated note) and thereafter payments of interest obligations coming due on all notes, this note included, shall be made (again beginning with the earliest dated note), and such obligations shall continue to be of force and effect, with respect to the Note and each of such earlier dated Notes, until all principal and interest obligations coming due on such Notes have been satisfied in full by the Village.

5. *Place of payment.* Payments made under this Note by the Village shall be made by check payable to the order of the Developer and mailed to the Developer at such address as the Developer may designate in writing from time to time.

6. *Limited obligation of the Village.* THIS NOTE IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE AND IS NOT PAYABLE OUT OF THE VILLAGE'S GENERAL REVENUE FUND. THIS NOTE CONSTITUTES A LIMITED OBLIGATION OF THE VILLAGE, AND ALL PAYMENTS DUE UNDER THIS NOTE SHALL BE PAYABLE SOLELY FROM INCREMENTAL TAXES THAT ARE AVAILABLE FOR SUCH PURPOSE UNDER THE PROVISIONS OF THE AMENDED AGREEMENT. FAILURE OF THE VILLAGE TO REIMBURSE DEVELOPER FOR REDEVELOPMENT PROJECT COSTS DUE TO INSUFFICIENT FUNDS GENERATED WITHIN THE PAL LAND SUB-ACCOUNT OF THE ROUTE 25 STAF SHALL NOT BE DEEMED A DEFAULT ON THE PART OF THE VILLAGE.

7. *Default.* If Incremental Taxes are available to make any payment required by this Note, and the Amended Agreement is in full force and effect, and if the Village thereafter fails to make such payment, the Village shall be deemed to be in default under this Note. After any default, the Developer may bring an action in any court of competent jurisdiction to enforce payment of this Note, provided that the Developer shall have first given the Village notice of its intent to bring such action and thirty (30) days to cure any such default. Failure of the Developer to exercise its right to bring an action to remedy a default hereunder shall not constitute a waiver of its right to bring an action to remedy any subsequent default.

8. *Miscellaneous.*

(a) In any provision of this Note is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision to be unlawful, void or unenforceable as written, then it is the intent of the Village and the Developer that such provisions shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the Village and the Developer shall continue in full force and effect.

(b) Upon endorsement, assignment or other transfer of this Note by the Developer or by operation of law, the term "the Developer" as used herein shall mean such endorsee, assignee, or other transferee or successor of the Developer then becoming holder of this Note. This Note shall inure to the benefit of the Developer, its successors and assigns and successor holders of this Note, and shall be binding upon the Village and its successors and assigns. Notwithstanding the foregoing, this Note shall be fully assignable by the Developer to any lender who financed the development of the Subdivision. With the exception of any such lenders, this Note may only be assigned by the Developer to others with the prior written consent of the Village.

(c) Any notice, request, demand, instruction or other document to be given or served hereunder shall be addressed, delivered and deemed effective as provided in the Development Agreement.

(d) The provisions of this Note shall not be deemed to amend the provisions of the Amended Agreement in any respect. To the extent of any conflict or inconsistency between the provisions of the Amended Agreement and the provisions of this Note, the Amended Agreement shall in all instances supersede and control.

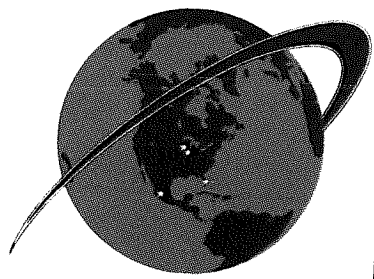
This Note is executed as of the date first written above.

Village of East Dundee, an Illinois municipal
corporation

By: _____
President

Attest:

Village Clerk



Pal Properties

Truck Parking
Property Leasing
C C D D Site

201 Christina Drive | East Dundee | IL | 60118 | 847.844.0842

received
09-20-23 BSM

August 1, 2023

Village of East Dundee
Attn: Brandiss Martin
120 Barrington Avenue
East Dundee, IL 60118

Hello Brandiss,

Attached is our 2023 Summary of Expenses for the Route 25 TIF. Each expense is supported by a bill and proof of payment. For your convenience, the list of itemized expenses coincide with the order of the supporting documentation.

If you have any questions, please call me at (847) 844-0842.

Thank you,

Austin Schmidt

RT. 25			
Interest - Wintrust, Republic - 68.91% of total	\$88,015.62	Interest from Line of Credit	RT 25
Arete Design Studio	\$6,500.00	Dundee Retail - 1011	RT 25
Arete Design Studio	\$5,000.00	Retainer for architectural building plans - 1011	RT 25
Arete Design Studio	\$1,870.21	Dundee Retail - 1011	RT 25
Pinnacle	\$11,950.00	Christina Drive sewer work	RT 25
Pinnacle	\$2,685.00	1011 engineering costs	RT 25
Pinnacle	\$10,570.00	Rock Road improvements	RT 25
Pinnacle	\$14,075.00	Rock Road and sewer extension	RT 25
Pinnacle	\$5,355.00	Dundee Retail - 1011	RT 25
Pinnacle	\$4,900.00	Dundee Retail - 1011	RT 25
Pinnacle	\$1,020.00	NE storm swere project - final design services	RT 25
Bazos	\$1,592.00	TIF consult	RT 25
Arete Design Studio	\$23,750.00	Dundee Retail - 1011	RT 25
Village of East Dundee	\$6,132.09	Dundee Retail - 1011 excrow	RT 25
Meyer Signs & Graphics	\$7,690.00	250 monument sign deposit	RT 25
Meyer Signs & Graphics	\$420.00	Pal Truck Park signage	RT 25
Meyer Signs & Graphics	\$492.00	Update Pal Truck Park signage	RT 25
Stark & Son	\$18,000.00	Dundee Retail - 1011	RT 25
East Dundee Flre District	\$9,725.21	Fire Impact Fee	Rt 25
Kane County Divison of Transportation	\$76,745.26	Impact Fee	RT 25
Village of East Dundee	\$112,495.35	1011 permit fee	RT 25
Bazos	\$400.00	TIF consult	RT 25
Bazos	\$1,080.00	TIF consult	RT 25
Bazos	\$243.75	TIF consult	RT 25
Bazos	\$1,100.00	TIF consult	RT 25
Village of East Dundee	\$2,598.15	Terra lot 5 escrow	RT 25
Bazos	\$1,600.00	TIF consult	RT 25
Bazos	\$5,812.00	TIF consult	RT 25
Stark & Son	\$8,895.00	Right of way work	RT 25
Stark & Son	\$2,640.00	Lot 3	RT 25
Stark & Son	\$375.00	Lot 3	RT 25
Capital Infrastructure Group	\$2,000.00	Deposit IDOT permits	RT 25
Total Rt. 25		\$435,726.64	

PAL LAND INTEREST ALLOCATION FOR TIF NOTES - 2022

Bank / Note	Interest Rate	2022 Interest paid	30% of interest
Republic Bank Note 1	5.00%	\$ 46,307.21	\$ 13,892.16
Republic Bank Note 3	5.00%	\$ 222,662.10	\$ 66,798.63
Wintrust Bank Note - Unrestricted	7.75%	\$ 50,139.86	\$ 15,041.96
Wintrust Bank Note - Restricted	7.75%	\$ 106,672.91	\$ 32,001.87
Total balances 2022		<u>\$ 425,782.08</u>	<u>\$ 127,734.62</u>

TIF Notes	Note Balance @ 12.31.22	Interest allocation	Interest allocated to notes
RT 25 Principal balance	\$ 3,411,173.60	68.91%	\$ 88,015.62
Christina Drive Principal balance	\$ 1,539,367.99	31.09%	\$ 39,719.01
	<u>\$ 4,950,541.59</u>		<u>\$ 127,734.62</u>

RT.25

WIN TRUST

Loan Activity

Report Created: 08/01/2023 04:05:01 PM (ET)
 Current as of: 07/31/2023
 Loan Account: 071925651 - *2333 - Pal Holding LLC
 Note ID: 1
 Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
RATE CHANGE	12/15/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AUTODEBIT INT PMT	12/10/2022	\$26,169.63	\$0.00	\$26,169.63	\$0.00	\$4,858,251.98
LOAN DISBURSEMENT	12/02/2022	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$4,858,251.98
LOAN DISBURSEMENT	12/01/2022	\$278,000.00	\$278,000.00	\$0.00	\$0.00	\$4,458,251.98
PRIN PYMT NO INV UPD	11/22/2022	\$59,000.00	\$59,000.00	\$0.00	\$0.00	\$4,180,251.98
LOAN DISBURSEMENT	11/17/2022	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$4,239,251.98
AUTODEBIT INT PMT	11/10/2022	\$12,744.07	\$0.00	\$12,744.07	\$0.00	\$4,306,251.98
PRIN PYMT NO INV UPD	11/10/2022	\$87,000.00	\$87,000.00	\$0.00	\$0.00	\$4,219,251.98
PRINCIPAL PAYMENT	11/04/2022	\$658,000.00	\$658,000.00	\$0.00	\$0.00	\$4,306,251.98
RATE CHANGE	11/03/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	10/14/2022	\$373,900.76	\$373,900.76	\$0.00	\$0.00	\$4,964,251.98
LOAN DISBURSEMENT	10/14/2022	\$322,099.24	\$322,099.24	\$0.00	\$0.00	\$4,590,351.22
PRIN PYMT NO INV UPD	10/13/2022	\$607,000.00	\$607,000.00	\$0.00	\$0.00	\$4,268,251.98
AUTODEBIT INT PMT	10/10/2022	\$11,226.16	\$0.00	\$11,226.16	\$0.00	\$4,875,251.98
LOAN DISBURSEMENT	09/30/2022	\$61,076.92	\$61,076.92	\$0.00	\$0.00	\$4,875,251.98
LOAN DISBURSEMENT	09/27/2022	\$755,011.48	\$755,011.48	\$0.00	\$0.00	\$4,814,175.06
LOAN DISBURSEMENT	09/23/2022	\$1,426,674.67	\$1,426,674.67	\$0.00	\$0.00	\$4,059,163.58
LOAN DISBURSEMENT	09/02/2022	\$2,632,488.91	\$2,632,488.91	\$0.00	\$0.00	\$2,632,488.91
EST NEW LOAN	08/31/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WINTRUST

Loan Activity

Report Created: 08/01/2023 04:04:35 PM (ET)
Current as of: 07/31/2023
Loan Account: 071925651 - *2327 - Pal Holding LLC
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
LOAN DISBURSEMENT	12/19/2022	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$9,052,767.46
LOAN DISBURSEMENT	12/19/2022	\$54,580.00	\$54,580.00	\$0.00	\$0.00	\$9,027,767.46
RATE CHANGE	12/15/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	12/14/2022	\$62,000.00	\$62,000.00	\$0.00	\$0.00	\$8,973,187.46
AUTODEBIT INT PMT	12/10/2022	\$55,694.92	\$0.00	\$55,694.92	\$0.00	\$8,911,187.46
AUTODEBIT INT PMT	11/10/2022	\$23,020.56	\$0.00	\$23,020.56	\$0.00	\$8,911,187.46
RATE CHANGE	11/03/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AUTODEBIT INT PMT	10/10/2022	\$27,957.43	\$0.00	\$27,957.43	\$0.00	\$8,911,187.46
LOAN DISBURSEMENT	09/30/2022	\$112,000.00	\$112,000.00	\$0.00	\$0.00	\$8,911,187.46
LOAN DISBURSEMENT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$8,799,187.46
REV LOAN DISBURSEMNT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$0.00
LOAN DISBURSEMENT	09/02/2022	\$8,799,187.46	\$8,799,187.46	\$0.00	\$0.00	\$8,799,187.46
EST NEW LOAN	08/31/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:07:58 PM (ET)
Current as of: 07/31/2023
Loan Account: 071001180 - *4000 - Pal 200 Mortgage
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Automatic Payment/ACH	12/05/2022	\$22,535.05	\$8,549.40	\$13,985.65	\$0.00	\$4,084,812.18
Automatic Payment/ACH	11/05/2022	\$22,535.05	\$8,054.77	\$14,480.28	\$0.00	\$4,093,361.58
Automatic Payment/ACH	10/05/2022	\$22,535.05	\$8,492.86	\$14,042.19	\$0.00	\$4,101,416.35
Automatic Payment/ACH	09/05/2022	\$22,535.05	\$7,996.56	\$14,538.49	\$0.00	\$4,109,909.21
Automatic Payment/ACH	08/05/2022	\$22,535.05	\$7,968.42	\$14,566.63	\$0.00	\$4,117,905.77
Automatic Payment/ACH	07/05/2022	\$22,535.05	\$8,409.58	\$14,125.47	\$0.00	\$4,125,874.19
Automatic Payment/ACH	06/05/2022	\$22,535.05	\$7,910.80	\$14,624.25	\$0.00	\$4,134,283.77
Automatic Payment/ACH	05/05/2022	\$22,535.05	\$8,354.01	\$14,181.04	\$0.00	\$4,142,194.57
Automatic Payment/ACH	04/05/2022	\$22,535.05	\$7,853.58	\$14,681.47	\$0.00	\$4,150,548.58
Automatic Payment/ACH	03/05/2022	\$22,535.05	\$9,244.89	\$13,290.16	\$0.00	\$4,158,402.16
Automatic Payment/ACH	02/05/2022	\$22,535.05	\$7,789.02	\$14,746.03	\$0.00	\$4,167,647.05
Payment	01/10/2022	\$22,535.05	\$7,765.09	\$14,769.96	\$0.00	\$4,175,436.07

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:08:33 PM (ET)
Current as of: 07/31/2023
Loan Account: 071001180 - *4901 - PAL LAND LINE OF CREDIT
Note ID: 1
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Payoff	09/29/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rate Change	09/22/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payment	09/02/2022	\$35,628.08	\$0.00	\$0.00	\$35,628.08	\$0.00
Payment	09/02/2022	\$38,000.00	\$0.00	\$0.00	\$38,000.00	\$0.00
Payoff	09/02/2022	\$2,421,033.33	\$2,416,000.00	\$5,033.33	\$0.00	\$0.00
Payment	08/18/2022	\$7,780.67	\$0.00	\$7,780.67	\$0.00	\$2,416,000.00
Loan Advance	08/11/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$2,416,000.00
Loan Advance	08/09/2022	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$1,866,000.00
Rate Change	07/28/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$1,836,000.00
Payment	07/20/2022	\$6,858.81	\$0.00	\$6,858.81	\$0.00	\$1,836,000.00
Reversal	07/05/2022	-\$156,483.49	-\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/05/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Reversal	07/01/2022	-\$156,483.49	-\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/01/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Payment	07/01/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,836,000.00
Loan Advance	06/29/2022	\$156,483.49	\$156,483.49	\$0.00	\$0.00	\$1,992,483.49
Automatic Payment/ACH	06/18/2022	\$6,664.36	\$0.00	\$6,664.36	\$0.00	\$1,836,000.00
Loan Advance	06/15/2022	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$1,836,000.00
Automatic Payment/ACH	05/18/2022	\$7,393.82	\$0.00	\$7,393.82	\$0.00	\$1,821,000.00
Reversal	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$1,821,000.00
Loan Advance	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$1,821,000.00
Reversal	04/29/2022	-\$11,032.64	\$0.00	-\$11,032.64	\$0.00	\$1,821,000.00
Payment	04/29/2022	\$11,032.64	\$0.00	\$11,032.64	\$0.00	\$1,821,000.00
Payment	04/21/2022	\$11,032.64	\$0.00	\$11,032.64	\$0.00	\$1,821,000.00
Loan Advance	04/13/2022	\$1,600,000.00	\$1,600,000.00	\$0.00	\$0.00	\$1,821,000.00
Payment	04/11/2022	\$2,279,000.00	\$2,279,000.00	\$0.00	\$0.00	\$221,000.00

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Automatic Payment/ACH	03/18/2022	\$1,543.58	\$0.00	\$1,543.58	\$0.00	\$2,500,000.00
Loan Advance	03/04/2022	\$2,279,000.00	\$2,279,000.00	\$0.00	\$0.00	\$2,500,000.00
Payment	03/02/2022	\$173,000.00	\$173,000.00	\$0.00	\$0.00	\$221,000.00
Loan Advance	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$394,000.00
Reversal	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$368,000.00
Loan Advance	02/23/2022	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$368,000.00
Loan Advance	02/16/2022	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$368,000.00
Payment	02/09/2022	\$66,000.00	\$66,000.00	\$0.00	\$0.00	\$293,000.00
Loan Advance	02/03/2022	\$359,000.00	\$359,000.00	\$0.00	\$0.00	\$359,000.00

REPUBLIC

Loan Activity

Report Created: 08/01/2023 04:09:10 PM (ET)
Current as of: 07/31/2023
Loan Account: 071001180 - *4901 - PAL LAND LINE OF CREDIT
Note ID: 3
Transaction Date Range: 01/01/2022 to 12/31/2022

Transaction Type	Transaction Effective Date	Amount	Allocated To Principal	Allocated To Interest	Other Charges	Current Balance
Payoff	09/02/2022	\$8,721,658.57	\$8,703,526.23	\$18,132.34	\$0.00	\$0.00
Payment	08/18/2022	\$35,660.28	\$0.00	\$35,660.28	\$0.00	\$8,703,526.23
Rate Change	07/28/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$8,703,526.23
Payment	07/20/2022	\$30,824.99	\$0.00	\$30,824.99	\$0.00	\$8,703,526.23
Automatic Payment/ACH	06/18/2022	\$32,631.66	\$0.00	\$32,631.66	\$0.00	\$8,703,526.23
Automatic Payment/ACH	05/18/2022	\$28,877.07	\$0.00	\$28,877.07	\$0.00	\$8,703,526.23
Loan Advance	05/06/2022	\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$8,703,526.23
Payment	04/21/2022	\$21,260.06	\$0.00	\$21,260.06	\$0.00	\$8,153,526.23
Loan Advance	04/11/2022	\$3,028,086.00	\$3,028,086.00	\$0.00	\$0.00	\$8,153,526.23
Automatic Payment/ACH	03/18/2022	\$16,986.70	\$0.00	\$16,986.70	\$0.00	\$5,125,440.23
Automatic Payment/ACH	02/18/2022	\$18,239.31	\$0.00	\$18,239.31	\$0.00	\$5,125,440.23
Loan Advance	02/03/2022	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$5,125,440.23
Loan Advance	01/26/2022	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$5,100,440.23
Payment	01/19/2022	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$5,076,440.23
Automatic Payment/ACH	01/18/2022	\$20,049.69	\$0.00	\$20,049.69	\$0.00	\$5,133,440.23
Payment	01/12/2022	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$5,133,440.23
Payment	01/07/2022	\$293,000.00	\$293,000.00	\$0.00	\$0.00	\$5,176,440.23

Pal 1011 LLC

Arete Design Studio, LTD

September 30, 2022

Check No. 1001

Document No.	Document Date	Posting Description
22032-0002	9/29/2022	Inv 22032-0002; Dundee Retail

Amount	Discount	Net Amount
6,500.00		6,500.00

Total 6,500.00

Invoice

arete design studio^{ltd}

architecture • planning • design

13543 W. 185th St., Mokena, Illinois 60448
815.485.7333 arete-ltd.com

Sep 11, 2022

Invoice No: 22032-0002 Revised

Mr. Joe Palumbo
PAL 1011, LLC
201 Christina Drive
East Dundee, IL 60118

Project: Dundee Retail
Project Manager: Charles E. Smith

For Professional Services Through August 31, 2022

AS1: Building Elevations Redesign and Tenant 6 Redesign: Billed Time And Material

	Hours	Rate	Amount Billed
Principal	8.00	150.00	1,200.00
Architectural Technician	14.00	75.00	1,050.00
			2,250.00

Design: Billed Fixed Fee

Contract Amount	2,000.00
Percent Complete	100%
Fee Earned	2,000.00
Prior Fee Billings	2,000.00
Current Fee Due	0.00
Balance to Complete	0.00

Construction Documents: Billed Fixed Fee

Contract Amount	25,000.00
Percent Complete	100%
Fee Earned	25,000.00
Prior Fee Billings	18,750.00
Current Fee Due	6,250.00
Balance to Complete	0.00

Structural: Billed Fixed Fee

Contract Amount	6,000.00
Percent Complete	100%
Fee Earned	6,000.00
Prior Fee Billings	3,000.00
Current Fee Due	3,000.00
Balance to Complete	0.00

Mr. Joe Palumbo

Project 22032 DUNDEE RETAIL

Invoice number

22032-0002 Rev

Date

09/11/2022

Invoice Amount	11,500.00
<i>Retainer Applied</i>	<i>5,000.00</i>
Amount Due	6,500.00

All invoices due within 30 days

Pal 1011 LLC

Arete Design Studio, LTD

April 7, 2022

Check No. 1001

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
4.4.22 ARETE	4/4/2022	Retainer for Architectural Building Plans	5,000.00		5,000.00

Total

5,000.00

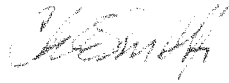
011
"retainer for
architectural building
plans" "12015"

This proposal represents the entire understanding between Client and Arete. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided and return both originals to our office. **All agreements, retainers and/or payments are to be remitted to Arete Design Studio, LTD, 13543 185th Street, Mokena, IL 60448.**

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

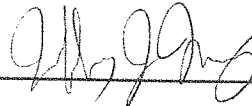
Arete Design Studio, LTD



Charles E. Smith, NCARB, ALA
President

We accept the terms of this Proposal:

Signature



Name (Print)

Jeff Newing

Title

Development Manager

Date

4/5/22

\$5,000.00

- **Waiver of Contract Breach.** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- **Suspension of Services.** Client may, at any time, by written order to Arete require Arete to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Arete shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with the suspension.
- **Termination.** This Agreement may be terminated by either party upon thirty (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by either party, under the same terms, whenever either party determines that termination is in its best interests. In the event of termination, Arete shall be compensated by Client for all Services performed up to and including the termination date, including consultant fees to date of termination, reimbursable expenses, and/or the completion of such Services and records as are necessary to place Arete's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of Arete, justify continuance of the work, Arete shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges to include all legal fees.
- **Applicable Law.** The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Illinois.

Schedule of Fees

Final Design – One Revision Included		Fixed Fee:	\$ 2,000.00
<ul style="list-style-type: none"> • Building Shell Floor Plan • Elevations 			
Construction Documents		Fixed Fee:	\$ 25,000.00
<ul style="list-style-type: none"> • Architectural • Structural 		Fixed Fee:	\$ 6,000.00
Construction Administration: Billed Time and Material			
<ul style="list-style-type: none"> • Assist in Obtaining Building Permit • Shop Drawing Review 		Estimated Budget:	\$ 2,500.00
		Estimated Budget:	\$ 2,500.00
Filed Support			
<ul style="list-style-type: none"> • Per Client's or General Contractor's Request 		Billed Time and Material	

Should you have any questions please feel free to contact me. Otherwise if this proposal meets your approval, please sign and return a copy to me for our records.

It is Arete's policy to require a retainer before proceeding with work. Please remit a retainer of \$5,000.00, which will be applied to the last invoice.

Pal Land LLC

Arete Design Studio, LTD

November 9, 2022

Check No. 1052

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
22032-0003	11/9/2022	Inv 22032-0003; Retail	1,870.21		1,870.21
Total					1,870.21

Invoice

Nov 06, 2022
Invoice No: 22032-0003

Mr. Joe Palumbo
PAL 1011, LLC
201 Christina Drive
East Dundee, IL 60118

Project: Dundee Retail
Project Manager: Charles E. Smith

For Professional Services Through October 31, 2022

Construction Administration: Billed Time And Material

- Shop Drawing Review

	Hours	Rate	Amount Billed
Senior Project Manager	14.25	125.00	1,781.25
Architectural Technician	0.75	75.00	56.25
			1,837.50

Design: Billed Fixed Fee

Contract Amount	2,000.00
Percent Complete	100%
Fee Earned	2,000.00
Prior Fee Billings	2,000.00
Current Fee Due	0.00
Balance to Complete	0.00

Construction Documents: Billed Fixed Fee

Contract Amount	25,000.00
Percent Complete	100%
Fee Earned	25,000.00
Prior Fee Billings	25,000.00
Current Fee Due	0.00
Balance to Complete	0.00

Structural: Billed Fixed Fee

Contract Amount	6,000.00
Percent Complete	100%
Fee Earned	6,000.00
Prior Fee Billings	6,000.00
Current Fee Due	0.00
Balance to Complete	0.00

Reimbursements: Billed Time And Material

	Cost	Mark Up	Amount Billed
Printing	28.44	1.15	32.71

arete design studio^{llc}
architecture • planning • design

13543 W. 185th St., Mokena, Illinois 60448
815.485.7333 arete-llc.com

Buildings

Mr. Joe Palumbo

Project 22032 DUNDEE RETAIL

Invoice number 22032-0003

Date 11/06/2022

Reimbursements: Billed Time And Material

32.71

Amount Due 1,870.21

All invoices due within 30 days

Pal Land LLC

Pinnacle Engineering Group

October 7, 2022

Check No. 1018

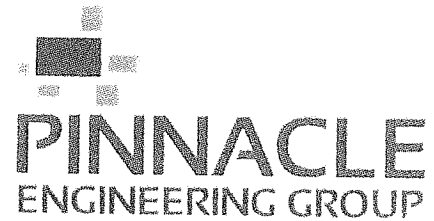
Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12612	10/7/2022	Inv 12612; Christina Dr Sewer Work	11,950.00		11,950.00

Total

11,950.00

Invoice

Invoice Date: **09/28/2022** Invoice No.: **12612**
Period: **Through 08/31/2022**



Client: **Joe Palumbo**
Title: **Owner**
Company: **400 Pal Land, LLC**
Address: **201 Christina Dr**
East Dundee, IL 60118

PM: **Brian Johnson**
Title: **Senior Project Manager/Principal**
Office: **East Dundee, IL**
Address: **1051 E. Main Street, Suite 217**
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: **Christina Drive**
Location: **East Dundee, IL**

PEG Job No.: **1411.31-IL**

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Engineering Basemap	\$3,200.00	100%	\$3,200.00
Client Consultation / Meetings / Concept Plan Development	\$1,800.00	100%	\$1,800.00
Final Engineering Documents	\$5,750.00	100%	\$5,750.00
Permit Applications / Processing	\$1,200.00	100%	\$1,200.00

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$11,950.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

October 7, 2022

Check No. 1019

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12613	10/7/2022	Inv 12613; 1011 Bldg Engineer Costs	2,685.00		2,685.00
			Total		2,685.00

Invoice

Invoice Date: **09/28/2022** Invoice No.: **12613**
Period: **Through 08/31/2022**

Client: **Joe Palumbo**
Title: **Owner**
Company: **400 Pal Land, LLC**
Address: **201 Christina Dr**
East Dundee, IL 60118

PM: **Brian Johnson**
Title: **Senior Project Manager/Principal**
Office: **East Dundee, IL**
Address: **1051 E. Main Street, Suite 217**
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: **Retail Development – Lot 2 In Lot 5 Terra BP Resub**
Location: **East Dundee, IL**

PEG Job No.: **1394.80-IL**

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Boundary Survey & Engineering Basemap	\$8,200.00	100%	\$ 0
Client Consultation / Meetings	\$2,500.00	90%	\$250.00
Site Geometry Calculations	\$2,000.00	100%	\$ 0
Stormwater Management Calculations & Submittal (Limited)	\$3,500.00	100%	\$ 0
Final Engineering Documents / CD's	\$24,350.00	90%	\$2,435.00
Engineers Opinion of Probable Cost	\$1,850.00	100%	\$ 0
Permit Applications / Processing	\$4,600.00	80%	\$ 0
Public Testimony / Government Meetings	\$1,500.00	50%	\$ 0
Phase III – Construction Services			
Client Consultation / Progress Meetings / Shop Drawing Review	\$5,000.00	0%	\$ 0

Reimbursables

Reproductions / Printing / Postage

\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$2,685.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

October 7, 2022

Check No. 1020

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12614	10/7/2022	Inv 12614; Rock Rd Improvements	10,570.00		10,570.00
Total					10,570.00

Invoice

Invoice Date: **09/28/2021** Invoice No.: **12614**
Period: **Through 08/31/2022**

Client: **Joe Palumbo**
Title: **Owner**
Company: **400 Pal Land, LLC**
Address: **201 Christina Dr**
East Dundee, IL 60118

PM: **Dwight Trostle**
Title: **Senior Project Manager**
Office: **East Dundee, IL**
Address: **1051 E. Main Street, Suite 217**
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

PINNACLE
ENGINEERING GROUP

Project: **Rock Road Site & Offsite Sewer Extension**
Location: **East Dundee, IL**

PEG Job No.: **1411.40-IL**

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Boundary Survey & Engineering Basemap	\$15,000.00	100%	\$ 0
Plat of Subdivision	\$3,000.00	0%	\$ 0
Client Consultation / Meetings	\$2,500.00	40%	\$250.00
Site Geometry Calculations	\$3,500.00	60%	\$350.00
Stormwater Management Calculations & Submittal (Limited)	\$3,500.00	50%	\$875.00
Final Engineering Documents / CD's (Includes Offsite Sewer Extension)	\$53,500.00	70%	\$5,350.00
Engineers Opinion of Probable Cost	\$2,800.00	50%	\$1,400.00
Bid Assistance & Mass Grade Plan Set	\$6,500.00	70%	\$1,820.00
Permit Applications / Processing	\$3,500.00	30%	\$525.00
Public Testimony / Government Meetings	\$1,500.00	0%	\$ 0
Phase III – Construction Services			
Client Consultation / Progress Meetings / Shop Drawing Review	\$9,000.00	0%	\$ 0

Reimbursables

Reproductions / Printing / Postage

\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$10,570.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

November 9, 2022

Check No. 1050

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12750	11/9/2022	Inv 12750; Rock Rd & Sewer Ext	14,075.00		14,075.00
Total					14,075.00

Invoice

Invoice Date: 10/21/2022 Invoice No.: 12750
Period: Through 09/30/2022

13000

PINNACLE ENGINEERING GROUP

Client: Joe Palumbo
Title: Owner
Company: 400 Pal Land, LLC
Address: 201 Christina Dr
East Dundee, IL 60118

PM: Dwight Trostle
Title: Senior Project Manager
Office: East Dundee, IL
Address: 1051 E. Main Street, Suite 217
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: Rock Road Site & Offsite Sewer Extension
Location: East Dundee, IL

PEG Job No.: 1411.40-IL

Client Job No.:

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Boundary Survey & Engineering Basemap	\$15,000.00	100%	\$ 0
Plat of Subdivision	\$3,000.00	0%	\$ 0
Client Consultation / Meetings	\$2,500.00	50%	\$250.00
Site Geometry Calculations	\$3,500.00	70%	\$350.00
Stormwater Management Calculations & Submittal (Limited)	\$3,500.00	75%	\$875.00
Final Engineering Documents / CD's (Includes Offsite Sewer Extension)	\$53,500.00	80%	\$5,350.00
Engineers Opinion of Probable Cost	\$2,800.00	50%	\$ 0
Bid Assistance & Mass Grade Plan Set	\$6,500.00	100%	\$1,950.00
Permit Applications / Processing	\$3,500.00	50%	\$700.00
Public Testimony / Government Meetings	\$1,500.00	0%	\$ 0
Phase III – Construction Services			
Client Consultation / Progress Meetings / Shop Drawing Review	\$9,000.00	20%	\$1,800.00
Construction Staking	T & M		\$2,800.00

Reimbursables

Reproductions / Printing / Postage

\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$14,075.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

November 9, 2022

Check No. 1051

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12751	11/9/2022	Inv 12751; Retail Devel	5,355.00		5,355.00
Total					5,355.00

Invoice

Land

13091

Invoice Date: 10/21/2022 Invoice No.: 12751
Period: Through 09/30/2022



PINNACLE
ENGINEERING GROUP

Client: Joe Palumbo
Title: Owner
Company: 400 Pal Land, LLC
Address: 201 Christina Dr
East Dundee, IL 60118

PM: Brian Johnson
Title: Senior Project Manager/Principal
Office: East Dundee, IL
Address: 1051 E. Main Street, Suite 217
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: Retail Development – Lot 2 In Lot 5 Terra BP Resub
Location: East Dundee, IL

PEG Job No.: 1394.80-IL

Client Job No.:

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Boundary Survey & Engineering Basemap	\$8,200.00	100%	\$ 0
Client Consultation / Meetings	\$2,500.00	100%	\$250.00
Site Geometry Calculations	\$2,000.00	100%	\$ 0
Stormwater Management Calculations & Submittal (Limited)	\$3,500.00	100%	\$ 0
Final Engineering Documents / CD's	\$24,350.00	100%	\$2,435.00
Engineers Opinion of Probable Cost	\$1,850.00	100%	\$ 0
Permit Applications / Processing	\$4,600.00	100%	\$920.00
Public Testimony / Government Meetings	\$1,500.00	100%	\$750.00
Phase III – Construction Services			
Client Consultation / Progress Meetings / Shop Drawing Review	\$5,000.00	20%	\$1,000.00

Reimbursables

Reproductions / Printing / Postage

\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$5,355.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118
Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance

charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

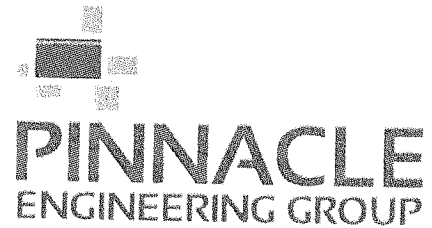
December 5, 2022

Check No. 1068

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
12960	11/23/2022	Inv 12960; 1011 E Main	4,900.00		4,900.00
Total					4,900.00

Invoice

Invoice Date: **11/23/2022** Invoice No.: **12960**
Period: **Through 10/31/2022**



Client: **Joe Palumbo**
Title: **Owner**
Company: **Palumbo Management**
Address: **201 Christina Dr**
East Dundee, IL 60118

PM: **Brian Johnson**
Title: **Senior Project Manager/Principal**
Office: **East Dundee, IL**
Address: **1051 E. Main Street, Suite 217**
East Dundee, IL 60118
Ph: 847-551-5300 Fax: 224-699-9459

Project: **1011 E Main building – Lot 2 In Lot 5 Terra BP Resub**
Location: **East Dundee, IL**

PEG Job No.: **1394.80-IL**

Client Job No.:

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Boundary Survey & Engineering Basemap	\$8,200.00	100%	\$ 0
Client Consultation / Meetings	\$2,500.00	100%	\$ 0
Site Geometry Calculations	\$2,000.00	100%	\$ 0
Stormwater Management Calculations & Submittal (Limited)	\$3,500.00	100%	\$ 0
Final Engineering Documents / CD's	\$24,350.00	100%	\$ 0
Engineers Opinion of Probable Cost	\$1,850.00	100%	\$ 0
Permit Applications / Processing	\$4,600.00	100%	\$ 0
Public Testimony / Government Meetings	\$1,500.00	100%	\$ 0
Phase III – Construction Services			
Client Consultation / Progress Meetings / Shop Drawing Review	\$5,000.00	40%	\$1,000.00
Additional Services			
Landscaping Plan	T & M		\$3,900.00

Reimbursables

Reproductions / Printing / Postage

\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$4,900.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

Pal Land LLC

Pinnacle Engineering Group

March 23, 2022

Check No. 3402

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
11558	3/16/2022	Inv 11558; Village Meeting, TIF	1,020.00		1,020.00
Total					1,020.00

Invoice

Land
TIF

SV
& av



PINNACLE
ENGINEERING GROUP

Invoice Date: **03/16/2022** Invoice No.: **11558**
Period: **Through 02/28/2022**

Client: **Joe Palumbo**
Title: **Owner**
Company: **400 Pal Land, LLC**
Address: **201 Christina Dr
East Dundee, IL 60118**

PM: **Brian Johnson**
Title: **Senior Project Manager/Principal**
Office: **East Dundee, IL**
Address: **1051 E. Main Street, Suite 217
East Dundee, IL 60118**
Ph: 847-551-5300 Fax: 224-699-9459

Project: **NE Storm Sewer Improvements**
Location: **East Dundee, IL**

PEG Job No.: **1411.00-IL**

Description of Services	Contracted Amount	Percent Complete	Current Bill Amount
Phase II – Final Design Services			
Topographic Survey / Engineering Base Map (Improvement Area Only)	\$3,850.00	100%	\$ 0
Engineering Improvement Plans & Permitting	\$10,600.00	75%	\$ 0
Stormwater Report & Exhibits	\$6,500.00	75%	\$ 0
Additional Services			
Village Board Meeting & TIF Exhibits	T & M		\$1,020.00
Reimbursables			
Reproductions / Printing / Postage			\$ 0

TOTAL INVOICE AMOUNT DUE (FEE EARNED):

\$1,020.00

Special Instruction/Notes:

PLEASE REMIT PAYMENT TO: 1051 E. Main Street | Suite 217 | East Dundee, IL 60118

Payment is Due Upon Receipt of Invoice. Invoice Balances remaining unpaid after 10 days following the invoice date are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid.

\$1,592
TIF

Pal Land LLC

Bazos, Freeman, Schuster &

April 21, 2022

Check No. 3428

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
3.31.22	3/31/2022	34881c; Partial TIF	2,932.00		2,932.00

Total

2,932.00

Bazos, Freeman, Schuster & Pope, LLC
Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

"13093"
= \$1,592

~~50140~~ = \$1,348
50140

March 31, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881c - Industrial Park Zoning

Professional Services

	Hours	Amount
3/4/2022 PCB Review of document sent and email sent, telephone call with Chicago Title	1.00	400.00
3/8/2022 PCB Two telephone calls with Joe, draft letter to Village admin.	0.75	300.00
3/9/2022 PCB Telephone call with Joe, revise letter to Village #71C	0.60	240.00
PCB Telephone call with client, revise letter to village regarding TIF amendment.	0.80	320.00
3/14/2022 PCB Telephone call with Joe, review and send back summary of all RDAs and sales tax agreement.	0.33	132.00
3/15/2022 PCB Preparation of petition to amend PUD to allow for special signage.	1.50	600.00
3/18/2022 PCB Send Detailed Email to Sam Palumbo care of Deb Arndt regarding Pal Loft.	0.50	200.00
3/24/2022 PCB Review and revise 2022 Republic Loan docs and review prior title policy, send detailed note to client.	1.10	440.00
3/31/2022 PCB Review prior and current loan documents, telephone call with Joe regarding prepayment penalties with Republic Bank.	0.75	300.00
For professional services rendered	7.33	\$2,932.00
Previous balance		\$6,364.00
Accounts receivable transactions		
3/28/2022 Payment - Thank You. Check No. 3395		(\$6,364.00)
Total payments and adjustments		(\$6,364.00)

Pal Land LLC

Page 2

Balance due

<u>Amount</u>
<u>\$2,932.00</u>

Pal 1011 LLC

Arete Design Studio, LTD

May 11, 2022

Check No. 1002

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
22032-0001	5/4/2022	Inv 22032-0001; TIF	23,750.00		23,750.00

Total

23,750.00

Invoice

1011
TIF

arete design studio^{llc}
architecture • planning • design

May 04, 2022

Invoice No: 22032-0001

13543 W. 185th St., Mokena, Illinois 60448
815.485.7333 arete-llc.com

Mr. Joe Palumbo
PAL 1011, LLC
201 Christina Drive
East Dundee, IL 60118

Project: Dundee Retail
Project Manager: Charles E. Smith

Design: Billed Fixed Fee

Contract Amount	2,000.00
Percent Complete	100%
Fee Earned	2,000.00
Prior Fee Billings	0.00
Current Fee Due	2,000.00
Balance to Complete	0.00

Construction Documents: Billed Fixed Fee

Contract Amount	25,000.00
Percent Complete	75%
Fee Earned	18,750.00
Prior Fee Billings	0.00
Current Fee Due	18,750.00
Balance to Complete	6,250.00

Structural: Billed Fixed Fee

Contract Amount	6,000.00
Percent Complete	50%
Fee Earned	3,000.00
Prior Fee Billings	0.00
Current Fee Due	3,000.00
Balance to Complete	3,000.00

Amount Due	23,750.00
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All invoices due within 30 days

Pal Land LLC

Village of East Dundee

September 14, 2022

Check No. 3544

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
218	8/9/2022	Inv 218; TIF	6,132.09		6,132.09

Total

6,132.09



VILLAGE OF EAST DUNDEE
120 BARRINGTON AVE
EAST DUNDEE IL 60118

847-426-2822 Phone

Bill To: PAL LAND
201 CHRISTINA DRIVE
East Dundee IL 60118

Land de 9/14

INVOICE

Invoice Number: 218
Invoice Date: 08/09/2022
Customer Number: 16032
Amount Due: \$6,132.09
Due Date: 09/08/2022

Quantity	Description	Unit Price	Net Amount
1	ESCROW EXPENSES	6,132.09	6,132.09
<p><i>Handwritten notes:</i></p> <ul style="list-style-type: none">- PAL LAND- 1011 E MAIN- EXPENSESRT 25111 F EXPENSESdu 10/14/229/7/22			
Invoice Total:			\$6,132.09

Return This Portion with Your Payment



Statement

Date: 9-Aug-22

Customer 16032

Bill to: Pal Land- Lot #2
201 Christina Drive
East Dundee, IL 60118

Comments: 85-01-2386
lot 2

Date	Description	Balance	Amount Billed
5/2/18	Credit Amount (Check # 2132)	\$ 14,000.00	
5/2/18	Invoice #18556		4,446.75
5/31/18	Invoice #18529		1,431.25
5/31/18	Invoice #18588		1,120.00
6/25/18	Invoice # 49035		2,495.80
3/18/19	Invoice # 18903		2,320.00
3/18/19	Invoice # 1482		420.00
3/18/19	Invoice # 50907		225.00
5/20/19	Invoice #18952		144.00
6/17/19	Invoice #18994		144.00
12/5/19	Invoice #19200		360.00
12/5/19	Invoice #19203		144.00
3/6/20	Invoice # 19295		75.00
5/1/19	PAYMENT	1,541.21	
8/3/22	HEINZ 20336		3,347.50

Current Invoice PAYMENTS	CURRENT INVOICES	REMAINING BALANCE	ESCROW REPLENISH	Balance
\$15,541.21	\$16,673.30	\$1,132.09	\$5,000.00	\$6,132.09
			5000	6132.09

Remittance

Statement #	0
Date	
Remaining Balance	\$6,132.09
Amount Enclosed	

**PLEASE PAY PER THE
ATTACHED INVOICE**

Make all checks payable to Village of East Dundee
Thank you for your business!

120 Barrington Ave, East Dundee, IL 60118

Gerald L. Heinz & Associates, Inc.

206 North River Street

East Dundee, IL 60118-

Tel: 847-426-4535 Fax: 847-426-4584

Invoice

Invoice Date: Aug 3, 2022

Invoice Num: 20336

Billing Through: Dec 31, 2022

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118-

1011 EAST MAIN STREET, EAST DUNDEE, ILLINOIS (ED-2302:00K) - Managed by (103)

Contract Amount: \$0.00

Amount Billed: \$3,347.50

Amount Remaining: N/A

FOR PLAN REVIEW SERVICES FOR THE PROPOSED RETAIL DEVELOPMENT AT 1011 EAST MAIN STREET, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS FOR THE PERIOD FROM JULY 1, 2022 THRU JULY 31, 2022 (DEVELOPER'S EXPENSE):

For professional services rendered on the above referenced project for the period ending: December 31, 2022

Employee

PRINCIPAL ENGINEER, PROJECT MA
ENGINEERING TECH III

Hours	Rate	Amount
20.50	\$155.00	\$3,177.50
2.00	\$85.00	\$170.00

Total Service Amount: \$3,347.50

Amount Due This Invoice: \$3,347.50

This invoice is due upon receipt

Pal 250 LLC

Meyer Signs & Graphics

January 12, 2022

Check No. 1065

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
8949	1/11/2022	Inv 8949; Monument Sign Deposit	7,690.00		7,690.00
Total					7,690.00

**Meyer Signs & Graphics**

341 Sola Dr
Gilberts, IL 60136
Ph: (847) 844-9880
Email: info@meyersigns.com
Web: http://www.meyersigns.com

Order #: 8949
Customer #: 759

Order Created: 8/6/2021 4:10:22PM

Stav

cut 11/2

Order Date: 8/6/2021 4:10:22PM

Page 1 of 1

Account No.: 759

Billed To: Pal LAND, LLC
Contact: Joe Palumbo, Owner
Address: 201 Chistina Dr.
East Dundee, IL 60118

Created Date: 8/6/2021 4:10:22PM
Salesperson: House Account
Email: N/A
Phone: N/A

Email: paljoe@msn.com
Office Phone: (708) 373-7000

Description: New 2 sided cabinet Monument (All Aluminum) 8 panel with LED Backlit tenant panels - 250 Patricia Dr.

		Quantity	Price	Discount	Unit Price	Subtotal
1	Product: Custom Fabricated Sign Description: 126" x 84" Custom extruded aluminum sign cabinet 2 sided - includes graphics for cabinet and all tenants - Routed back lit Terra Business Park, all tenant panels illuminated with commercial grade LED lighting	1.00	\$8,215.00	\$822.00	\$7,393.00	\$7,393.00
2	Product: Misc Description: Supply blank panels painted to match • 4 Ea.,	4.00	\$330.00	\$33.00	\$74.25	\$297.00
3	Product: Electric Sign Installation Description: Installation of monument sign using 8" steel posts 50" in depth buried in concrete. Includes all electrical hook ups to existing power source • Location: Customer Location: • 1st Crew: 1/1/1900 • Service Time of 4 hr 30 min • Crew of 2, Installation Labor • Equipment :1, Bucket Truck	1.00	\$900.00	\$90.00	\$810.00	\$810.00
4	Product: Misc Description: Fee charged by the village of East Dundee unknown at his time • 1 Ea., Permits	1.00			\$0.00	\$0.00

Pay \$7,690

Order Subtotal: \$9,445.00
Discount: \$945.00
Total Taxes: \$0.00
Total: \$8,500.00
Order Balance: \$8,500.00

Payment Terms: Balance due upon receipt.

Print Date: 12/16/2021

First Impressions are Lasting Impressions

Tax ID: 26-4462216

Pal Land LLC

Meyer Signs & Graphics

March 30, 2022

Check No. 3405

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9360	3/29/2022	Inv 9360; Pal Truck Park Sign	420.00		420.00
				Total	420.00

**Meyer Signs & Graphics**

341 Sola Dr
Gilberts, IL 60136
Ph: (847) 844-9880
Email: info@meyersigns.com
Web: http://www.meyersigns.com

Invoice #: 9360**Customer #: 624**

Order Created: 3/16/2022 1:10:36PM

Sale Date: 3/29/2022 4:41:11PM

Sale Date: 3/29/2022 4:41:11PM

Page 1 of 1

Account No.: 624

Billed To: Palumbo Management
Contact: Joe Palumbo
Address: West Dundee, IL

Email: paljoe@msn.com
Office Phone: (847) 844-9880

Created Date: 3/16/2022 1:10:36PM
Salesperson: House Account
Email: N/A
Phone: N/A

Description: 4' x 8' Pal Truck Parking Sign on Christina Dr.

	Quantity	Price	Discount	Unit Price	Subtotal
1 Product: Full Color Digital Prints	1.00	\$394.00	\$59.00	\$335.00	\$335.00
Description: 4' x 8' Alumacor sign - Pal Truck Parking					
• 1- 48 in (H) x 96 in (W) Single Sided Print(s) made from 3165 RA - Calendered Digital Print Vinyl stock material					
• Mounted on: Dibond - 3mm (White), Dibond - 3mm (White)					
• Laminated with Lamination Gloss 210 Calendered on face					
• Custom Finishing					
• Grommet-Brass 0.5 in. grommets on all four corners,					
2 Product: Installation of Non-Electric Signs	1.00	\$100.00	\$15.00	\$85.00	\$85.00
Description: Installations -					
(1) 4 x 8 Panel on existing posts					
• 0.5 hr of Install Time.					
• Using a Crew of 1 Personnel.					

Pay Online

Order Subtotal: \$494.00
Discount: \$74.00
Total Taxes: \$0.00
Total: \$420.00
Order Balance: \$420.00

Payment Terms: Balance due upon receipt.

Print Date: 3/29/2022

First Impressions are Lasting Impressions

Tax ID: 26-4462216

Pal Land LLC

Meyer Signs & Graphics

December 22, 2022

Check No. 1082

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9897	12/22/2022	Inv 9897; Modify Billboard Rt 72	492.00		492.00

Total	492.00
-------	--------

**Meyer Signs & Graphics**

341 Sola Dr
Gilberts, IL 60136
Ph: (847) 844-9880
Email: info@meyersigns.com
Web: http://www.meyersigns.com

Invoice #: 9897
Customer #: 624

Order Created: 12/10/2022 1:21:45PM
Sale Date: 12/13/2022 4:06:02PM

Sale Date: 12/13/2022 4:06:02PM

Page 1 of 1

Account No.: 624

Billed To: Palumbo Management
Contact: Joe Palumbo
Address: West Dundee, IL

Email: paljoe@msn.com
Office Phone: (847) 844-9880

Created Date: 12/10/2022 1:21:45PM
Salesperson: House Account
Email: N/A
Phone: N/A

Description: Patches for existing sign v-shaped on route 72

		Quantity	Price	Discount	Unit Price	Subtotal
1	Product: Full Color Digital Prints Description: 2 patches for existing v-sign on Route 72 • 2- 24 in (H) x 144 in (W) Single Sided Print(s) made from 3551 - Premium Calendered Digital Print Vinyl stock material • Mounted on: Coroplast - 4 mil White, Coroplast - 4 mil White • Laminated with Lamination Gloss 210 Calendered on face	2.00	\$400.00	\$80.00	\$160.00	\$320.00
2	Product: Installation of Non-Electric Signs Description: Installations - • 1 hr of Install Time. • Using a Crew of 2 Personnel.	1.00	\$215.00	\$43.00	\$172.00	\$172.00

"modifying billboard
signs on Route 72"

Advertising

Pay Online

Order Subtotal: \$615.00
Discount: \$123.00
Total Taxes: \$0.00
Total: \$492.00
Order Balance: \$492.00

Payment Terms: Balance due upon receipt.

Print Date: 12/13/2022

First Impressions are Lasting Impressions

Tax ID:26-4462216

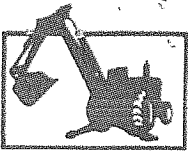
Pal Land LLC

Stark & Son Trenching

November 19, 2022

Check No. 1064

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
INV 55750	11/19/2022	Inv 55750; Retail Building	18,000.00		18,000.00
Total					18,000.00

**STARK & SON TRENCHING INC.**

45W826 Rohrsen Road
Hampshire IL 60140-8477
847-683-2217

INVOICE

Invoice#: 55750

Date: 11/10/2022

*Land**13000***Billed To:**

Pal Land, LLC
201 Christina Drive
East Dundee IL 60118

Project:

Retail Building

Due Date: 12/10/2022**Terms:** 30DY**Order#**

Date	Quantity	Description	Unit Price	Amount
	1.00	Progress Billing# 1	\$20,000.00	\$20,000.00

Thank you for your prompt payment!
We accept Visa, Mastercard and Discover
Fees May Apply 10 Days After Invoice Date

Sales Tax:	0.00
Invoice Total:	20,000.00
Retention:	2,000.00
Amount Paid:	0.00
Amount Due	18,000.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 2

TO OWNER PAL Land LLC

PROJECT:

Retail Building Palumbo

101 Christina Drive

East Dundee, IL 60118

Architect

Pinnacle Engineering Group

1051 E Main St., East Dundee, IL 60118

Contractor: Stark and Son Trenching, Inc.

45W826 Rohrsen Road

Hampshire, IL 60140

CONTRACT Sitework and Utilities

APPLICATION NO: 1

APPLICATION DATE: 10/1/2022

PERIOD TO: 10/31/2022

C/O

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	145,214.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	145,214.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	20,000.00
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	\$2,000.00
b. of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	18,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	18,000.00
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 Less Line 6)	\$	127,214.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Stark and Son Trenching, Inc.

By:  Date: 11/10/22

State of: Illinois County of: Kane
 Subscribed and sworn to before me this 10th day of November, 2022
 Notary Public: 
 My Commission expires: 2/25/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 18,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	0.00
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **I**
 APPLICATION DATE: **10/1/2022**
 PERIOD TO: **10/31/2022**
 PURCHASE ORDER NO: **Triumph**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Site Grading	\$59,399.00	\$0.00		\$20,000.00		\$20,000.00	\$39,399.00	\$2,000.0
2	Site Utilities	\$26,416.00	\$0.00		\$0.00			\$26,416.00	0.0%
	GRAND TOTALS	\$85,815.00	\$0.00		\$20,000.00	\$0.00	\$20,000.00	\$65,815.00	\$2,000.0

Pal Land LLC

East Dundee Fire District

October 7, 2022

Check No. 1021

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
1605	10/7/2022	Inv 1605; Fire Impact Fee	9,725.21		9,725.21

Total

9,725.21

Invoice

Bill To
Terra Business Park
1011 E Main St.
East Dundee, IL 60118

Fire impact fee

13091 Bouldy casts

Description	Amount
Commercial: \$2,581 / Acre - 3.768 Acres Based off Strip Mall and Car Wash	9,725.21
Total	\$9,725.21

Pal 250 LLC

Kane County Division of

September 9, 2022

Check No. 1087

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9.9.22 250	9/9/2022	Impact Fee App #PLTI20210000221	76,745.26		76,745.26

Total

76,745.26

Kane County Division of Transportation
41W011 Burlington Road
St Charles, IL 60175

Application #: PLTI20210000221
Date: 03/18/2021

**Road Improvement Impact Fee
Notice of Fee Assessment**

Application Information

Company Name:	Triumph Construction Services Corp.
Contact:	Triumph Construction Services, Inc.
Phone:	<NO PRIMARY PHONE>
Fax:	<NO FAX NUMBER>

Project Information

Site Address:	250 Patricia Lane
City, State, Zip:	East Dundee IL 60118
Subdivision Name:	TERRA BUSINESS PARK PT LOT 5 RESUB - PT LOT 4 IN TAXCODE DU905

Notice:

We have completed review of your Road Improvement Impact Fee Application and have determined the amount of the fee required as noted below. In accordance with the provisions of the Road Improvement Impact Fee Ordinance, you may appeal this determination to the Kane County Board Transportation Committee by submitting a written petition of appeal to the Division of Transportation within 14 days of the date of this Notice. Applicants who are considering an appeal are encouraged to first discuss their concerns with the Impact Fee Coordinator.

Road Improvement Impact Fee Determination

Impact Fee Assessed - North	
Net Fee (Amount Due)	76,745.2600
	\$76,745.26

Payment Instructions / Fee Payment Agreements

Payment may be in the form of a Cashier's Check, Certified Check, Money Order, or Company Check and shall be payable to the "Kane County Division of Transportation (KCDOT)." Deliver or mail to: Impact Fee Coordinator, Kane County Division of Transportation, 41W011 Burlington Rd, St Charles, IL 60175. Phone: (630) 845-3799 Fax: (630) 587-2474

Please note the Application Number on your check and include a copy of this notice with your payment. If your fees cover more than one service area, a separate check will be required for each area.

Fee Payers for Multi-Family Residential and Non-Residential developments who wish to defer payment of a portion of the calculated Road Improvement Impact Fee may request a Fee Payment Agreement. This Agreement may provide for deferral of up to 50% of the calculated fee for a period of up to one year at an interest rate 3% over the prime rate. Fee payment agreements for developments receiving Assisted Financing as defined in the Impact Fee Ordinance may provide for installment payments over a period of up to ten years.

Special Instruction/Description:

Legal Description

Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
03-25-126-006								North

The PIN for the subject parcel has been reassigned to 03-25-126-008, deeded to Pal 250 LLC.

P I Land LLC

Village of East Dundee

September 30, 2022

Check No. 1004

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9.30.22 VIL	9/30/2022	1011 Build Permit Fee	112,495.35		112,495.35

Total

112,495.35

From: Rena Zurawski
To: Mike Sperling (msperling@wintrust.com)
Cc: Linda Klingenberg; Jim Dudek; Austin Schmidt
Subject: DRAW REQUEST: 1011 E. Main Street Bond Required & Permit Fee
Date: Friday, September 30, 2022 8:50:30 AM
Attachments: image003.png
image004.png
image005.png
image006.png

Land
Village
of
East Dundee

Good Morning Mike,

Can you draw \$112,000 from the Restricted Line and put into Pal Land checking acct ending in 1494?

It is for the 1011 building permit. See details below...

Thank you,

Rena Zurawski
Pal Real Estate Group, LLC
Palumbo Management, LLC
201 Christina Drive
East Dundee, IL 60118
C: 708-373-1900
renaz@palproperties.com

----- Original Message -----

From: Jeff Newing
To: Rena Zurawski ; Linda Klingenberg ; Austin Schmidt ; Jim Dudek
Cc: Joe Palumbo
Sent: Friday, September 30, 2022 6:59 AM
Subject: FW: 1011 E. Main Street Bond Required & Permit Fee

Hey Ya'll

We have our first big bill for the 1011 E Main building project.

We need a **\$192,537.63** bond secured with the village of East Dundee from Wintrust for the construction & we need to pay a **\$112,495.35** building shell permit fee. These items are needed before we can begin construction and Joe wants to start next week.

The letter of credit should be executed similar to the one that Linda just completed. We should get an invoice from the Village today for the permit fee, which I will forward as soon as I receive.

Can you please assist with this being accomplished by Tuesday of next week?

Thanks

Jeff Newing
Palumbo Management, LLC
JeffN@PalProperties.com
201 Christina Drive
East Dundee, IL 60118
847.844.0842 O

Pal Land LLC Bazos, Freeman, Schuster & August 4, 2022 Check No. 3514

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
7.31.22 ACCT	8/3/2022	42184; LOI	400.00		400.00

Total 400.00

Land TIF

SV
8/3

Bazos, Freeman, Schuster & Pope, LLC
Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

July 31, 2022

Pal Land, LLC
paljoe@msn.com
bills@palproperties.com

In Reference To: 42184

Professional Services

7/20/2022 PCB Conference call with client, revise LOI V5.

For professional services rendered

Balance due

<u>Hours</u>	<u>Amount</u>
1.00	400.00
1.00	\$400.00
	<u>\$400.00</u>

Pal Land LLC

Bazos, Freeman, Schuster &

August 4, 2022

Check No. 3513

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
7.31.22	8/3/2022	34881c TIF	1,080.00		1,080.00

Total

1,080.00

Land TIF

SV 8/3

Bazos, Freeman, Schuster & Pope, LLC

Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

July 31, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881c - Industrial Park Zoning

Professional Services

	<u>Hours</u>	<u>Amount</u>
7/5/2022 PCB Revise Exhibit O V9.	1.20	480.00
7/7/2022 PCB Telephone call with client, reline exhibit O real estate contract and mark up waiver ordinance for 80 acres, send to client, email exhibit O to village Attorney.	1.50	600.00
For professional services rendered	2.70	\$1,080.00
Previous balance		\$1,100.00
Accounts receivable transactions		
7/18/2022 Payment - Thank You. Check No. 3480		(\$1,100.00)
Total payments and adjustments		(\$1,100.00)
Balance due		<u>\$1,080.00</u>

Pal Land LLC

Bazos, Freeman, Schuster &

June 22, 2022

Check No. 3463

Document
No.

Document
Date

Posting Description

Amount

Discount

Net Amount

5.31.22 34881

5/31/2022

34881 TIF

243.75

243.75

Total

243.75

Bazos, Freeman, Schuster & Pope, LLC
Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

Land SV
13093 dk
Deve 6/22
costs

May 31, 2022

Pal Land, LLC
TIF Eligible Expenses
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881 - TIF - TIF Eligible Expenses

Professional Services

4/8/2022 MS Receive/review memorandum from Peter Bazos regarding TIF
circumstances and possible disconnection of property from East Dundee,
review statues, prepare and send response.

<u>Hours</u>	<u>Amount</u>
0.75	243.75

For professional services rendered

0.75	\$243.75
------	----------

Balance due

<u>\$243.75</u>

Pal Land LLC

Bazos, Freeman, Schuster &

July 7, 2022

Check No. 3480

Document
No:

Document
Date

Posting Description

Amount

Discount

Net Amount

6.30.22 ACCT 6/30/2022

Acct 34881c; TIF

1,100.00

1,100.00

Total

1,100.00

Bazos, Freeman, Schuster & Pope, LLC

Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

June 30, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881c - Industrial Park Zoning

Professional Services

	<u>Hours</u>	<u>Amount</u>
6/1/2022 PCB Telephone call with client, email to Village Attorney.	0.20	80.00
6/13/2022 PCB Telephone call with client, telephone call with Village Attorney, revise real estate contract v7.	1.00	400.00
6/14/2022 PCB Check zoning ordinances.	0.50	200.00
6/16/2022 PCB Telephone call from Joe regarding setback issues and RDA amendment.	0.25	100.00
6/22/2022 PCB Review RDA first amendment against document that was in the Village package, send detailed summary to clients.	0.80	320.00
For professional services rendered	2.75	\$1,100.00
Previous balance		\$5,588.00
Accounts receivable transactions		
6/27/2022 Payment - Thank You. Check No. 3465		(\$5,588.00)
Total payments and adjustments		(\$5,588.00)
Balance due		<u>\$1,100.00</u>

Pal Land LLC

Village of East Dundee

June 15, 2022

Check No. 3460

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
189	6/15/2022	Inv 189; TIF	2,598.15		2,598.15

Total	2,598.15
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VILLAGE OF EAST DUNDEE
120 BARRINGTON AVE
EAST DUNDEE IL 60118

847-426-2822 Phone

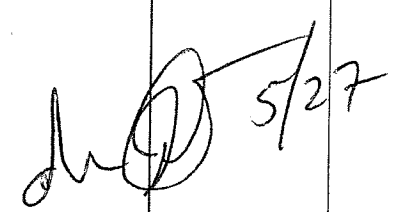
Bill To: PAL LAND
201 CHRISTINA DRIVE
East Dundee IL 60118

Land

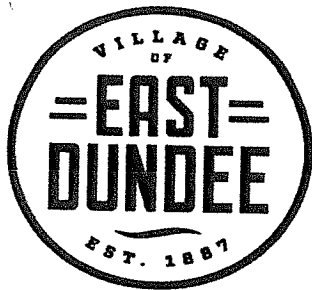
TIF
13093

INVOICE

Invoice Number: 189
Invoice Date: 05/23/2022
Customer Number: 16032
Amount Due: \$2,598.15
Due Date: 06/22/2022

Quantity	Description	Unit Price	Net Amount
1	TERRA LOT 5 ESCROW EXP	98.15	98.15
1	TERRA LOT 5 ESCROW REPLENISH	2,500.00	2,500.00
			5/27
		Invoice Total:	\$2,598.15

Return This Portion with Your Payment



Statement

Date: 8-Apr-22

Customer 19046

Bill to: Pal Land
201 Christina Drive
East Dundee, IL 60118

Comments: 85-01-2382
Resubdivision of LOT #5

Date	Description	Balance	Amount Billed
2/26/18	Credit Amount (Check # 2054)	\$ 10,000.00	
3/6/18	Invoice #18495		3,205.00
4/18/18	Credit Amount (Check # 2093)	25,000.00	
4/4/18	Invoice #18526		16,379.00
4/16/18	Invoice #1479		100.00
5/31/18	Invoice #18586		12,530.00
5/31/18	Invoice #18553		7,085.00
7/5/18	Invoice #18626		1,257.50
8/2/18	Invoice #18666		365.00
8/2/18	Invoice #14501600 Paddock Publications		70.15
10/2/18	Invoice #18750		70.00
10/3/18	Credit Amount (Check # 2325)	16,100.00	
11/19/18	Invoice #18710		4,070.00
1/21/19	Invoice #18846 Gerald Heinz		140.00
2/18/19	Invoice #18868 Gerald Heinz		72.00
3/18/19	Invoice # 18898 Gerald Heinz		144.00
5/6/19	Invoice # KH041019 Klein, Thorpe and Jenkins		172.00
6/17/19	Invoice # 18987 Gerald Heinz		1,822.00
3/6/20	Invoice # 19298 Gerald Heinz		600.00
7/6/21	Invoice # 19803 Gerald Heinz		387.50
10/7/21	HEINZ INVOICE 19938		232.50
3/2/22	HEINZ INVOICE 20126		712.50
4/5/22	HEINZ INVOICE 20150		155.00
4/5/22	HEINZ INVOICE 20153		975.00
5/12/22	KTJ INVOICE 225867		528.00
5/12/22	KTJ INVOICE 225863		126.00
	Requested escrow replenish	\$2,500.00	
Current Invoice Expenses		Remaining Balance credit	- \$98.15
Current Payments			
\$51,100.00	\$51,198.15	- \$98.15	\$2,500.00
Remittance			TOTAL DUE
Statement #	0		- \$2,598.15
Date			
Remaining Balance	- \$98.15		
Amount Enclosed			

**PLEASE PAY AMOUNT DUE ON
ATTACHED INVOICE**

Make all checks payable to Village of East Dundee
Thank you for your business!

Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312)984-6400

Village of East Dundee
Accounts Payable
120 Barrington Avenue
East Dundee, IL 60118

Statement Date: May 12, 2022

Matter ID: 4006-009

ap@eastdundee.net

Statement # 225867

For Legal Services Rendered through April 30, 2022

Christina Drive TIF District

Professional Fees

			Hours	Amount
4/1/2022	LCM	Preparation of amendments to RDA.	1.50	330.00
4/8/2022	LCM	Follow-up on PAL RDA issues.	0.90	198.00
Total Fees:				528.00

Rate Summary

Lance C. Malina	2.40 hours at \$ 220.00 /hr	528.00
Total hours:	2.40	Total Fees: 528.00

Payments

5/5/2022	Payment	EFT - Village of East Dundee	264.00
Total Payments:			264.00

Total Current Billing: 528.00

Previous Trust Balance: 0.00
Change in Trust: 0.00
Trust Balance: 0.00

Previous Balance Before Payments: 264.00
Less Payment(s) Received: - 264.00
Previous Balance Due: 0.00
Total Current Billing: + 528.00

Total Now Due: 528.00

Gregory T. Smith

TIF

20 N. Wacker Drive
Suite 1660
Chicago, IL 60606
(312)984-6400

Matter ID: 4006-002

TF

Amount

126.00

\$1600
TIF

Pal Land LLC

Bazos, Freeman, Schuster &

February 9, 2022

Check No. 3358

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
2.5.22 ACCT	2/5/2022	Acct 34881c Partial TIF	1,800.00		1,800.00

Total

1,800.00

Bazos, Freeman, Schuster & Pope, LLC
Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

February 5, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881c - Industrial Park Zoning

Professional Services

	<u>Hours</u>	<u>Amount</u>
1/3/2022 PCB Preparation of two Power of Attorney's requested by Joe regarding the purchase the two new automobiles.	0.50	200.00
1/31/2022 PCB Telephone conference with Joe and prepare amendment to RDA.	4.00	1,600.00 TIF
For professional services rendered	<u>4.50</u>	<u>\$1,800.00</u>
Balance due		<u><u>\$1,800.00</u></u>

Land
stad
2/9

Bazos, Freeman, Schuster & Pope, LLC
Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

February 5, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

In Reference To: 34881c - Industrial Park Zoning

Professional Services

	<u>Hours</u>	<u>Amount</u>
1/3/2022 PCB Preparation of two Power of Attorney's requested by Joe regarding the purchase the two new automobiles.	0.50	200.00
1/31/2022 PCB Telephone conference with Joe and prepare amendment to RDA.	4.00	1,600.00
For professional services rendered	4.50	\$1,800.00
Balance due		<u>\$1,800.00</u>

50/40

\$5812
TIF

Pal Land LLC

Bazos, Freeman, Schuster &

March 16, 2022

Check No. 3395

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
2.28.22	2/28/2022	34881c Partial TIF	6,364.00		6,364.00

Total

6,364.00

Bazos, Freeman, Schuster & Pope, LLC

Bradley T. Freeman
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

February 28, 2022

Pal Land LLC
General Business Matters
EMAIL INVOICE
paljoe@msn.com & bills@palproperties.com

\$552 = Prof fees

\$5,812 = TIF

In Reference To: 34881c - Industrial Park Zoning

Professional Services

		Hours	Amount
2/1/2022	PCB Multiple telephone calls and multiple revisions to RDA amendment.	1.50	600.00
2/7/2022	PCB Preparation for, travel to and attendance at village meeting to discuss first amendment to RDA.	1.50	600.00
	PCB Work on presentation for tonight's hearing before the village board regarding TIF amendment, telephone calls with Joe and Jeff, prepare presentation.	2.50	1,000.00
2/8/2022	PCB Preparation of memo to client regarding going forward.	0.50	200.00
2/10/2022	PCB Telephone call with Jeff regarding eviction.	0.20	80.00
2/11/2022	PCB Telephone call from Joe regarding TIF Amendment.	0.33	132.00
2/13/2022	PCB Telephone call with Joe regarding TIF revisions.	0.25	100.00
	PCB Telephone call with Joe, revise cover letter to Erica, revise proposed first amendment to RDA.	1.25	500.00
2/14/2022	PCB Further work on revision to RDA.	0.75	300.00
2/15/2022	PCB Telephone call with Greco and Linda regarding vacated land-Pal Lofts	0.33	132.00
2/17/2022	PCB Preparation of early lease termination agreement for best forklift.	0.60	240.00
	PCB (12:30-2:45) Conference call with Jeff and Joe, prepare revised letter to Erica, revised first amendment to RDA.	2.25	900.00

		<u>Hours</u>	<u>Amount</u>
2/18/2022	PCB Revise early termination agreement with Best Forklift V3.	0.25	100.00
2/20/2022	PCB Revise letter to village and first amendment to RDA V6.	0.80	320.00
	PCB Telephone call from Joe, revise RDA amendment v7 and cover letter.	1.25	500.00
2/21/2022	PCB Telephone call with Jeff and Joe, revise correspondence and amendment to Annexation agreement.	0.90	360.00
2/22/2022	PCB Conference call with Jeff and Jor regarding submittal to Village of East Dundee.	0.75	300.00
	For professional services rendered	15.91	\$6,364.00
	Previous balance		\$1,800.00
	Accounts receivable transactions		
2/16/2022	Payment - Thank You. Check No. 3358		(\$1,800.00)
	Total payments and adjustments		(\$1,800.00)
	Balance due		<u><u>\$6,364.00</u></u>

**STARK & SON TRENCHING INC.**

45W826 Rohrsen Road
Hampshire IL 60140-8477
847-683-2217

INVOICE

Invoice#: 55242

Date: 06/30/2021

Billed To:

Pal Land, LLC
201 Christina Drive
East Dundee IL 60118

Project:

Rt. 72 to 250 Patricia

Due Date: 07/30/2021

Terms: 30DY

Order#

Date	Quantity	Description	Unit Price	Amount
6-3-2021	4.00	Hours with 953 & Operator - cut west side of Patricia to subgrade to allow for topsoil	\$215.00	\$860.00
	4.00	Hours with 138 & Operator - cut asphalt grindings on east side of Patricia to allow for topsoil	\$205.00	\$820.00
	4.00	Hours with Trk #74 - haul grindings	\$120.00	\$480.00
6-4-2021	9.00	Hours with 138 & Operator - cut parkway for topsoil	\$205.00	\$1,845.00
	9.00	Hours with 953 & Operator - spread topsoil	\$215.00	\$1,935.00
	8.50	Hours with Trk #74 - haul 7 loads of grinding out and 10 loads of topsoil into site	\$120.00	\$1,020.00
	9.00	Hours with Trk #98 - haul 19 loads of topsoil into site	\$120.00	\$1,080.00
	9.00	Hours with one Laborer - shovel and sweep	\$95.00	\$855.00

Thank you for your prompt payment!
We accept Visa, Mastercard and Discover
Fees May Apply 10 Days After Invoice Date

Sales Tax:	0.00
Invoice Total:	8,895.00
Retention:	0.00
Amount Paid:	0.00
Amount Due	8,895.00

Pal Land LLC

Stark & Son Trenching

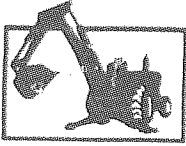
July 8, 2022

Check No. 3482

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
55604	6/22/2022	Inv 55604; Lot 3	2,640.00		2,640.00

Total

2,640.00

**STARK & SON TRENCHING INC.**

45W826 Rohrsen Road
Hampshire IL 60140-8477
847-683-2217

*Land**de 7/13***INVOICE**

Invoice#: 55604

Date: 06/22/2022

*\$0396**Repairs & Maintenance***Billed To:**

Pal Land, LLC
201 Christina Drive
East Dundee IL 60118

Project:

201 Christina Drive

Due Date: 07/22/2022

Terms: 30DY

Order#

Date	Quantity	Description	Unit Price	Amount
6-14-2022	8.00	North Side of Main Office Hours with SVL-95 & Operator - create swale along east side of truck lot; load out spoils and level grindings.	\$205.00	\$1,640.00
	8.00	Hours with Trk #98 - haul spoils on site	\$125.00	\$1,000.00

Thank you for your prompt payment!
We accept Visa, Mastercard and Discover
Fees May Apply 10 Days After Invoice Date

Sales Tax:	0.00
Invoice Total:	2,640.00
Retention:	0.00
Amount Paid:	0.00
Amount Due	2,640.00

Pal Land LLC

Stark & Son Trenching

September 14, 2022

Check No. 3543

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
55665	8/11/2022	Inv 55665; Lot 3	375.00		375.00

Total

375.00

Palumbo Management LLC Capital Infrastructure Group, September 21, 2022 Check No. 3825

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
9.19.22 CAP	9/19/2022	Deposit IDOT permits	2,000.00		2,000.00

Total 2,000.00

Letter of Understanding for Professional Services

This document shall serve as a Letter of Understanding between Capital Infrastructure Group, LLC (herein after identified as CIG) and Palumbo Management, LLC, for the provision of certain professional services by CIG related to assistance with the expedition of access permitting and other activities pertaining to development of the site located near the intersection of Dundee Road (IL RTE 68) and Penny Road in East Dundee, Illinois.

It is understood that these efforts may include, but not necessarily be limited to, the following:

Provision of assistance with coordination necessary in obtaining IDOT approval for the elimination of a portion of existing Penny Road and the elimination of its intersection with Dundee Road, and the creation of a new four-way intersection at the existing Prairie Lake Road and the proposed Rock Road alignment at Dundee Road.

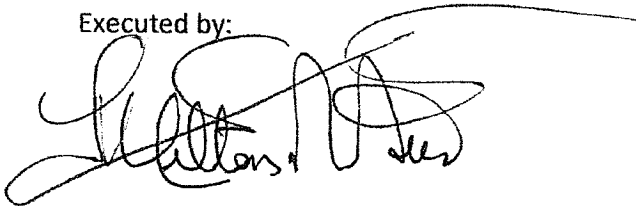
Provision of assistance in the development of workable access plans for the site, and interaction with technical staff and reviewing personnel within the Illinois Department of Transportation District One Permits Unit, and others, necessary for expediting permit approval, and

Providing input and counsel in addressing review comments or technical issues that might occur as a part of the permitting process and assistance with any right of way dedication requirements.

It is further understood that this agreement shall commence immediately and shall remain in effect until such time as either party shall deem it appropriate to terminate.

The terms of compensation from Palumbo Management, LLC to CIG shall be a flat fee of \$8000.00, with \$2000.00 payable with execution of this agreement, and the remaing \$6000.00 due upon completion of the necessary coordination and presentation of a final invoice. It is understood that an additional charge of \$500.00 may be accessed should multiple physical site visits be necessary as a part of the review process. This will be determined and agreed on in advance with the concurrence of Palumbo Management, LLC.

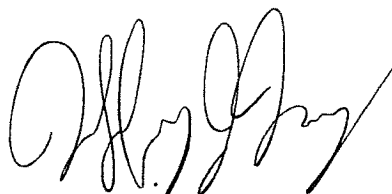
Executed by:



Milton R. Sees, PE

Capitol Infrastructure Group, LLC

Date: September 8, 2022



Jeff Newing

Palumbo Management, LLC

m bmt

Rena Zurawski

From: Jeff Newing
Sent: Monday, September 19, 2022 10:37 AM
To: Rena Zurawski; Joe Palumbo
Subject: Fwd: Milt Sees Agreement for IDOT
Attachments: Palumbo Management_IDOT_Capitol.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Rena

This is a consult agreement for this firm that will assist us getting the right permits processed thru IDOT for the extension of Rock Road and the new intersection on Route 68. Total cost is \$8000. We need to pay \$2000 of it now. Please cut a check on the next run (if possible) for this.

Check made out to :
Capital Infrastructure Group, LLC

Mail to:
Capital Infrastructure Group, LLC
Milton R. Sees, P.E.
3509 Benbrook Drive
Springfield, Illinois 62711
Cell/Text: (217)801-1063

The balance will be paid once the job is complete.

Thanks

Jeff Newing
Palumbo Management, LLC
JeffN@PalProperties.com
201 Christina Drive
East Dundee, IL 60118
847.844.0842 O
847.561.6616 C

Begin forwarded message:

From: Dwight Trostle <datrostle@pinnacle-engr.com>
Subject: RE: Milt Sees Agreement for IDOT
Date: September 19, 2022 at 10:01:25 AM CDT
To: Jeff Newing <JeffN@PalProperties.com>
Cc: Joe Palumbo <paljoe@msn.com>, Brian Johnson <Brian.Johnson@pinnacle-engr.com>

Jeff,

Check made out to :

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Contract Award with Vanderwalle & Associates for TIF Creation Services

Date: June 24, 2024

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a contract with Vanderwalle & Associates (120 East Lakeside St, Madison WI 53715) in an amount not to exceed \$35,000 for assistance with the creation of two new Tax Increment Financing (TIF) districts for the former Haeger Pottery Property (7 Maiden Lane, East Dundee) and the former Doederlein Lumber and Fuel Company (110 Railroad, East Dundee).

Funding Source

39-01-5290 - Downtown TIF (Professional Services)

Summary:

In 2008, the Village Board authorized an ordinance that established the current Downtown TIF (TIF #3) which ends on December 31, 2031 (with the last year receiving increment being 2032).

The Downtown TIF currently contains both the former Haeger Pottery factory and the former Doederlein Lumber and Fuel Company property. Both Properties have been vacant for several years and have been purchased by the Village to facilitate redevelopment.

Both Properties will require a level of financial commitment from the Village to make redevelopment happen. Due to the short time frame left on the Downtown TIF, there is not enough runway on the TIF to provide enough financial support to make redevelopment of the properties feasible, especially given that the Haeger property will require soil remediation and significant costs related to demolition. Vanderwalle will assist the Village with the creation of two new TIF's for these properties, which will include removing the properties from the existing Downtown TIF and starting a new TIF for each one, which will provide the full 23 year life span of TIF for the redevelopment. Also, for clarity, the Village Board has discussed its desire not to provide any additional financial assistance for the redevelopment of these properties other

than what it has already incurred for the purchase price of the properties and associated legal fees. Therefore, the TIF will be the primary vehicle to make redevelopment of these sites happen by creating an increment of property taxes that the Village may negotiate with a developer to rebate in order to make redevelopment financially feasible.

Attachments:

Resolution

Proposal

RESOLUTION NUMBER ____ - 24

**A RESOLUTION AUTHORIZING EXECUTION OF THE
AGREEMENT FOR TIF PLANNING SERVICES BETWEEN VANDEWALLE &
ASSOCIATES AND THE VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to execute the Agreement for TIF Planning Services with Vandewalle & Associates for professional planning, development and management of the proposed TIF districts, including performing Eligibility Determination Study, TIF Redevelopment Project Plan, and TIF Adoption Assistance.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Agreement for TIF Planning Services with Vandewalle & Associates for professional planning, development and management of the proposed TIF district, including performing Eligibility Determination Study, TIF Redevelopment Project Plan, and TIF Adoption Assistance, a copy of which Agreement is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 24th day of June, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 24th day of June, 2024.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2024.



VANDEWALLE & ASSOCIATES INC.

June 20, 2024

Erika Storlie, Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

RE: Scope of Services for TIF Creation Services

Dear Erika,

Per your request, attached is a contract and scope of services to assist with the creation of tax increment finance (TIF) districts for the following:

- 110 Railroad Street (Doederlein property), and
- 7 Maiden Lane/218 S. Van Buren Street (former Haeger Pottery property)

To the extent feasible, work and adoption of the districts would be conducted simultaneously to reduce the number of the meetings and achieve greater cost efficiencies.

To complete all of the listed work for determining eligibility, preparing the project plans, attending meetings, and assisting with developer negotiations, we estimate a budget not to exceed to \$35,000 inclusive of all labor and expenses. As noted in the scope, the Village will be required to separately retain a surveyor/engineer to prepare legal descriptions and legal counsel to prepare ordinances.

The project would be led by Jackie Mich, AICP, and myself. We both have capacity to undertake this project immediately upon execution of a contract and estimate that the entire process can be completed in six months or less. As you are aware, we have prepared all but one of the Village's TIF's and Business Development Districts, so we are very familiar with the Village and all of specific properties involved with this project.

Thank you for the opportunity to submit this scope. If you have any questions, please do not hesitate to contact me.

Sincerely,

Scott Harrington, AICP
Principal Planner



VANDEWALLE & ASSOCIATES INC.

Village of East Dundee, IL Scope of Services for Tax Increment Districts Creation June 20, 2024

Tax Increment Finance District Creation

The following scope will be followed for the creation of two potential Project Areas/Tax Increment Finance Districts (generally, 110 Railroad Street and 7 Maiden Lane/218 S. Van Buren Street). Where feasible, activities and meetings for the districts will be conducted contemporaneously to expedite completion and achieve cost-efficiency.

Task 1. Eligibility Determination Studies

Perform an analysis of each Project Area to determine the Area's eligibility to be designated as either a "blighted area" or "conservation area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the Act). (The act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 et. seq., as amended.) To include:

a) Data Collection and Schedule

Work with Village staff and property owners to gather key data required for developing the eligibility determination study including GIS data layers, maps, infrastructure locations and conditions, property history, and any previously prepared plans, studies, and data. Prepare a schedule of steps and dates for approval of each district.

b) Eligibility Determination

1. Review the proposed TIF Project Area boundaries and assess each parcel in the study area.
2. Work with the Township and County Assessors' offices to collect the last six years of Equalized Assessed Value (EAV) for the parcels within each Project Area.
3. Complete a field reconnaissance form to record evaluations and field observations.
4. Determine eligibility of each Project Area for the use of TIF. (Note, the establishment of certain eligibility criteria may require certification by a professional engineer, an activity that would be undertaken separately from this scope of services.)

c) Report Preparation

1. Prepare initial draft Eligibility Reports for each Project Area that include discussions of methods, results, and a conclusion for review by Village staff and TIF counsel.
2. Following review, conduct a teleconference to discuss comments and revisions to the Eligibility Reports.

3. Prepare revised Eligibility Reports for dissemination to the Village Board and public. (Note that Vandewalle & Associates does not provide legal services. Therefore, final approval of the Eligibility Report by the Village's TIF counsel is required to ensure adherence to State statutes.)

Task 1. Deliverables

1. Schedule of steps and dates for approval of each Project Area and TIF District.
2. Initial draft Eligibility Reports for Village Staff and TIF counsel review, providing one digital copy of each in Microsoft Word and Adobe PDF formats.
3. Revised Eligibility Reports for Board approval, providing one original hard copy and one digital copy of each in Adobe PDF format for the Village to reproduce for the Joint Review Board (JRB), Village Board, and the public.

Task 2. Tax Incremental Financing (TIF) Redevelopment Project Plans

Provide the following services to prepare Tax Increment Financing Redevelopment Project Plans consistent with the requirements of the Act:

a) Plan Preparation

1. Produce Redevelopment Project Plans for each Area that include narration, tables, and graphics for all of the elements listed below, as required by the Act.
 - Introduction/Summary
 - Redevelopment Project Area Description
 - Redevelopment Goals and Objectives
 - Blighted Conditions Existing in the Tax Increment Project Area
 - Development Program
 - Lack of Growth and Development through Investment by Private Enterprise
 - Financial Impact
 - Demand on Taxing District Services
 - Phasing and Scheduling
 - Provisions for Amending the Redevelopment Project Plan
 - Affirmative Action Plan
 - Appropriate Maps and Tables
2. Prepare initial draft documents for Village staff and the TIF counsel review.
3. Conduct a teleconference to discuss the review comments and revisions.
4. Prepare revised Plans for dissemination as required by the Act. (Note, Vandewalle & Associates does not provide legal services. Therefore, final approval of the Redevelopment Project Plan by the Village's TIF counsel is required to ensure adherence to State statutes.)

Task 2. Deliverables

1. Initial draft Redevelopment Project Plans for Village Staff and TIF counsel review, providing one digital copy of each in Microsoft Word and Adobe PDF formats.
2. Revised draft Redevelopment Project Plans for Village Board Approval, providing one hard copy and one digital copy of each in Adobe PDF format for the Village to reproduce and distribute for the Joint Review Board, Village Board, and the public.

Task 3. TIF Adoption Assistance

As requested by the Village, Vandewalle & Associates will provide the following services to assist with official adoption of the TIF Districts by the Village:

a) Project Area Boundary and Legal Description

Work with the Village engineer to identify the parcels that are to be included within the Redevelopment Project Areas. (Note, the preparation of the legal description is outside this Scope of Services. A legal description of the Project Area is required for inclusion in the Eligibility Report and the Redevelopment Project Plan, which will be prepared by a surveyor retained separately by the Village and reviewed by the Village.)

b) Joint Review Board

Attend one meeting of the JRB to present the Eligibility Reports and Redevelopment Project Plans and answer questions. (Note, Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, and scheduling the meeting. Village TIF counsel will be present at the JRB hearing to advise the JRB and the Village on all procedural requirements.)

c) Public Hearing

Attend one public hearing on the Eligibility Reports and Redevelopment Project Plans. (The Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, and scheduling the meeting.)

d) Village Board Meeting

Attend one Village Board meeting at which the Eligibility Determination Reports, and Redevelopment Project Plans, and TIF Districts will be proposed for adoption. (The Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, scheduling the meeting, and for preparing all required resolutions and ordinances for Village Board action.)

Task 1.3 Deliverables

Final adopted Eligibility Reports and Redevelopment Project Plans, providing one hard copy and one digital copy of each in Adobe PDF format.

Task 4. Developer Negotiations Assistance

As requested by the Village, Vandewalle & Associates will assist with developer negotiations, which may include but not be limited to preparing and/or reviewing concept plans, increment projections, pro formas, terms for assistance, and other potential funding sources. (Under a separate work order, Vandewalle & Associates can prepare developer Requests for Proposals and assist in the distribution of those and the evaluation of the responses.)

Client Responsibilities

- Client staff will reproduce and distribute all documents and correspondence to the Village Board, Joint Review Board, and the public with appropriate attachments. Vandewalle & Associates will provide one bound hardcopy of the final documents. Additional hardcopies can be provided through a work order.
- Client will finalize and transmit all required notices for publication in the local newspaper (and securing Proofs of Publication).
- Client will assist in the presentation of the Plans to the Joint Review Board and Village Board.
- Client will submit all required documents and notices to the state of Illinois and Kane County. Vandewalle & Associates will assist in drafting the required materials.
- Client's engineer/surveyor will prepare a legal description of the TID boundaries and may be asked to provide cost estimates for proposed infrastructure projects.
- Client's Finance Director and/or Independent Registered Municipal Advisor will prepare financial projections that may involve borrowing for inclusion in the Project Plans.

- Client's attorney will prepare a legal opinion as to compliance with the State of Illinois statutory TID creation/amendment processes.
- Client will assist with other tasks as may be necessary to complete the statutory and Village adoption processes.

IRMA Exemption

Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client's IRMA before taking any action. Should there be questions or concerns about VANDEWALLE & ASSOCIATES' role in this Project, Client shall talk immediately with Client's IRMA and/or seek appropriate legal assistance. In accordance with the above, Client shall provide VANDEWALLE & ASSOCIATES an original, signed copy of a Village disclosure indicating that Client has retained an IRMA to provide advice for the Project.



VANDEWALLE & ASSOCIATES INC.

June 20, 2024

Agreement for Tax Increment District Creation Services

THIS AGREEMENT is made and entered into by and between the “Client” Village of East Dundee, Illinois, and VANDEWALLE & ASSOCIATES, Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as assisting the Village with creation of two Tax Increment Districts (generally, 110 Railroad Street and 7 Maiden Lane/218 S. Van Buren Street).

Article I Scope of Work

A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

The following scope will be followed for the creation of two potential Project Areas/Tax Increment Finance Districts (generally, 110 Railroad Street and 7 Maiden Lane/218 S. Van Buren Street). Where feasible, activities and meetings for the districts will be conducted contemporaneously to expedite completion and achieve cost-efficiency.

Task 1. Eligibility Determination Studies

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 W Freshwater St • Suite 530 • Milwaukee, Wisconsin 53204 • 414.988.8632 •
www.vandewalle.com

Shaping places, shaping change

Perform an analysis of each Project Area to determine the Area's eligibility to be designated as either a "blighted area" or "conservation area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the Act). (The act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 et. seq., as amended.) To include:

a) Data Collection and Schedule

Work with Village staff and property owners to gather key data required for developing the eligibility determination study including GIS data layers, maps, infrastructure locations and conditions, property history, and any previously prepared plans, studies, and data. Prepare a schedule of steps and dates for approval of each district.

b) Eligibility Determination

1. Review the proposed TIF Project Area boundaries and assess each parcel in the study area.
2. Work with the Township and County Assessors' offices to collect the last six years of Equalized Assessed Value (EAV) for the parcels within each Project Area.
3. Complete a field reconnaissance form to record evaluations and field observations.
4. Determine eligibility of each Project Area for the use of TIF. (Note, the establishment of certain eligibility criteria may require certification by a professional engineer, an activity that would be undertaken separately from this scope of services.)

c) Report Preparation

1. Prepare initial draft Eligibility Reports for each Project Area that include discussions of methods, results, and a conclusion for review by Village staff and TIF counsel.
2. Following review, conduct a teleconference to discuss comments and revisions to the Eligibility Reports.
3. Prepare revised Eligibility Reports for dissemination to the Village Board and public. (Note that Vandewalle & Associates does not provide legal services. Therefore, final approval of the Eligibility Report by the Village's TIF counsel is required to ensure adherence to State statutes.)

Task 1. Deliverables:

1. *Schedule of steps and dates for approval of each Project Area and TIF District.*
2. *Initial draft Eligibility Reports for Village Staff and TIF counsel review, providing one digital copy of each in Microsoft Word and Adobe PDF formats.*
3. *Revised Eligibility Reports for Board approval, providing one original hard copy and one digital copy of each in Adobe PDF format for the Village to reproduce for the Joint Review Board (JRB), Village Board, and the public.*

Task 2. Tax Incremental Financing (TIF) Redevelopment Project Plans

Provide the following services to prepare Tax Increment Financing Redevelopment Project Plans consistent with the requirements of the Act:

a) Plan Preparation

1. Produce Redevelopment Project Plans for each Area that include narration, tables, and graphics for all of the elements listed below, as required by the Act.
 - Introduction/Summary
 - Redevelopment Project Area Description
 - Redevelopment Goals and Objectives
 - Blighted Conditions Existing in the Tax Increment Project Area
 - Development Program
 - Lack of Growth and Development through Investment by Private Enterprise
 - Financial Impact
 - Demand on Taxing District Services
 - Phasing and Scheduling
 - Provisions for Amending the Redevelopment Project Plan
 - Affirmative Action Plan
 - Appropriate Maps and Tables
2. Prepare initial draft documents for Village staff and the TIF counsel review.
3. Conduct a teleconference to discuss the review comments and revisions.

4. Prepare revised Plans for dissemination as required by the Act. (Note, Vandewalle & Associates does not provide legal services. Therefore, final approval of the Redevelopment Project Plan by the Village's TIF counsel is required to ensure adherence to State statutes.)

Task 2. Deliverables:

1. *Initial draft Redevelopment Project Plans for Village Staff and TIF counsel review, providing one digital copy of each in Microsoft Word and Adobe PDF formats.*
2. *Revised draft Redevelopment Project Plans for Village Board Approval, providing one hard copy and one digital copy of each in Adobe PDF format for the Village to reproduce and distribute for the Joint Review Board, Village Board, and the public.*

Task 3. TIF Adoption Assistance

As requested by the Village, VANDEWALLE & ASSOCIATES will provide the following services to assist with official adoption of the TIF Districts by the Village:

a) Project Area Boundary and Legal Description

Work with the Village engineer to identify the parcels that are to be included within the Redevelopment Project Areas. (Note, the preparation of the legal description is outside this Scope of Services. A legal description of the Project Area is required for inclusion in the Eligibility Report and the Redevelopment Project Plan, which will be prepared by a surveyor retained separately by the Village and reviewed by the Village.)

b) Joint Review Board

Attend one meeting of the JRB to present the Eligibility Reports and Redevelopment Project Plans and answer questions. (Note, Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, and scheduling the meeting. Village TIF counsel will be present at the JRB hearing to advise the JRB and the Village on all procedural requirements.)

c) Public Hearing

Attend one public hearing on the Eligibility Reports and Redevelopment Project Plans. (The Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, and scheduling the meeting.)

d) Village Board Meeting

Attend one Village Board meeting at which the Eligibility Determination Reports, and Redevelopment Project Plans, and TIF Districts will be proposed for adoption. (The Village staff and/or its TIF counsel will be responsible for preparing and posting all required notices, distributing all meeting materials, scheduling the meeting, and for preparing all required resolutions and ordinances for Village Board action.)

Task 3. Deliverables:

Final adopted Eligibility Reports and Redevelopment Project Plans, providing one hard copy and one digital copy of each in Adobe PDF format.

Task 4. Developer Negotiations Assistance

As requested by the Village, VANDEWALLE & ASSOCIATES will assist with developer negotiations, which may include but not be limited to preparing and/or reviewing concept plans, increment projections, pro formas, terms for assistance, and other potential funding sources. (Under a separate work order, VANDEWALLE & ASSOCIATES can prepare developer Requests for Proposals and assist in the distribution of those and the evaluation of the responses.)

- B. Additional Services, beyond those stated in Article I.A. must be provided through a written “Work Order” and signed by both parties to their agreement.
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all readily available base maps, blueprints, aerial photos, studies, reports, and ordinances, as requested by VANDEWALLE & ASSOCIATES, to assist in the completion of these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. Client staff will reproduce and distribute all documents and correspondence to the Village Board, Joint Review Board, and the public with appropriate attachments. Vandewalle & Associates will provide one bound hardcopy of the final documents. Additional hardcopies can be provided through a work order.
- C. Client will finalize and transmit all required notices for publication in the local newspaper (and securing Proofs of Publication).
- D. Client will assist in the presentation of the Plans to the Joint Review Board and Village Board.
- E. Client will submit all required documents and notices to the state of Illinois and Kane County. Vandewalle & Associates will assist in drafting the required materials.
- F. Client's engineer/surveyor will prepare a legal description of the TID boundaries and may be asked to provide cost estimates for proposed infrastructure projects.
- G. Client's Finance Director and/or Independent Registered Municipal Advisor will prepare financial projections that may involve borrowing for inclusion in the Project Plans.
- H. Client's attorney will prepare a legal opinion as to compliance with the State of Illinois statutory TID creation/amendment processes.
- I. Client will assist with other tasks as may be necessary to complete the statutory and Village adoption processes.
- J. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Erika Storlie, Village Administrator.

K. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
Name	Title

L. Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client’s IRMA before taking any action. Should there be questions or concerns about Vandewalle & Associates’ role in this Project, Client shall talk immediately with Client’s IRMA and/or seek appropriate legal assistance. In accordance with the above, Client may be required to provide VANDEWALLE & ASSOCIATES an original, signed copy of a disclosure indicating that Client has retained an IRMA to provide advice for the Project.

M. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations,

performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

- N. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from the date of execution, and be in effect for one year, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care, as outlined in the Proposal. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with a budget for the Project set at \$35,000 with \$5,000 due on the signing of the agreement . The budget shall include all Professional Fees and Reimbursable Expenses. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon

receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. This Agreement may be terminated upon mutual written agreement of the Client and VANDEWALLE & ASSOCIATES.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client, and the City of Wauwatosa, a non-transferable, non-exclusive, perpetual license to use any and all Work

Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, “Work Product” means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. The foregoing shall apply to any and all work product.

Article VIII Miscellaneous Provisions

- A. Illinois law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement, including the Proposal, is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party’s prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party’s means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

- D. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, “prevailing party” shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- E. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- F. VANDEWALLE & ASSOCIATES shall provide Client with evidence of liability insurance (general and professional) in amounts reasonably acceptable to Client. The insurance shall be maintained by VANDEWALLE & ASSOCIATES during the course of this Agreement.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

Village of East Dundee

By:

_____ Signature of Authorized Representative	_____ Date
---	---------------

_____ Printed Name	_____ Title
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VANDEWALLE & ASSOCIATES

By: *Nonna Anderson*

_____ Nonna Anderson, Business Manager	_____ Date
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ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$250 to \$350
Principal	\$210 to \$300
Associate	\$115 to \$175
Assistant	\$90 to \$110
GIS Analyst/Cartographer	\$110to \$125
Communications Specialist	\$65 to \$150
Project Assistant	\$45 to \$70

Memorandum



To: Village President and Board of Trustees

From: Joshua Fourdyce, Chief of Police

Subject: 2023 Police Department Annual Report

Date: June 24, 2024

Recommended Action:

Staff recommends Village Board review, accept, and place on file the 2023 East Dundee Police Department Annual Report. There will also be a brief presentation to accompany this agenda item.

Summary

Staff is pleased to present the annual report of the East Dundee Police Department for 2023. This report highlights the department's accomplishments, challenges, and key statistics over the past year.

Overview:

- **Mission and Values:** The Police Department continues to uphold its mission of serving and protecting the community with integrity and professionalism.
- **Staffing:** The department is comprised of 15 full-time sworn officers, 6 part-time sworn officers, and 2 civilian staff.
- **Community Engagement:** Throughout the year, officers engaged in numerous community outreach programs, including Cop on Top, Shop with a Cop, National Night Out, and many others, with the goal of fostering positive relationships and enhancing public safety awareness.

Key Achievements:

- **Crime Statistics:** Overall crime rates have reduced compared to 2022, with notable reductions in Felony Offenses.
- **Special Initiatives:** 2023 saw the implementation of Axon body worn and Fleet camera systems. Within the first month of their roll-out, they were used to successfully solve crimes and protect the credibility of the department.

Challenges Faced:

- **Budgetary Constraints:** We experienced some struggles with the Enterprise Leasing system in 2023 that continues today. Specifically, vehicle production and availability still have not caught up to pre-pandemic levels. Thus, we have experienced a long wait for new squad cars to replace our aging fleet.
- **Community Relations:** We continued our efforts to work with the Village and community members to address concerns specific to traffic enforcement, liquor control, truck routes and sound ordinances.

Future Plans:

- **Enhanced Training:** Plans are underway to enhance officer training in officer wellness, high-risk traffic stops and de-escalation techniques.
- **Technology Upgrades:** The department is preparing for upgrades in artificial intelligence to improve operational efficiency.
- **Community Outreach:** Continued focus on expanding community outreach programs to further strengthen relationships and trust within the community.

The 2023 annual report reflects our commitment to transparency and accountability while showcasing the dedication of our officers and staff in serving the residents of East Dundee. We look forward to continued collaboration with the Village Board and community stakeholders to ensure a safe and secure community for all.

Attachments

2023 Annual Report (hard copies will also be distributed at the meeting)

EAST DUNDEE POLICE DEPARTMENT

2023 ANNUAL REPORT

"PROFESSIONALS WITH INTEGRITY AND RESPECT"



Joshua Fourdyce
Chief of Police

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INTRODUCTION

In This Section

- Village Officials
- Letter from Chief Fourdyce
- Mission Statement
- Organization Chart
- Budget





Village Officials

Village President Jeff Lynam

Village Trustee Sarah Brittin

Village Trustee Scott Kunze

Village Trustee Kathleen Mahony

Village Trustee Andy Sauder

Village Trustee Tricia Saviano

Village Trustee Rich Treiber

Village Administrator Erika Storlie

Village Clerk Katherine Diehl

BOARD OF POLICE COMMISSIONERS

Craig Martin, Chairman

John Theis, Secretary

Beth Pearson, Commissioner

POLICE PENSION BOARD OF TRUSTEES

Alan Kasiba, President

Joshua Fourdyce, Vice President

Don Holliman, Secretary

Open, Trustee

John Theis, Retired Member Trustee

To the Residents of the Village of East Dundee:

I am pleased to present the 2023 Annual Report for the East Dundee Police Department. As Chief of Police, it is both a privilege and a responsibility to reflect on the accomplishments and challenges of the past year, and to outline our commitments moving forward.



Throughout 2023, our dedicated officers and staff have worked tirelessly to fulfill our mission of serving and protecting the community members of the Village of East Dundee. Together, we have achieved significant milestones in our ongoing efforts to ensure public safety and enhance community trust.

Key highlights of 2023 include:

1. **Crime Reduction:** Through proactive policing strategies and community partnerships, we have successfully reduced Part 1 (felony) crime rates by 45% compared to the previous year. We also successfully reduced Part 2 (misdemeanor) crime rates by 28%. This accomplishment is a testament to the hard work and dedication of our officers as well as the collaborative efforts of our community members in promoting safety and vigilance.
2. **Community Engagement:** Building and maintaining strong relationships with our community is paramount to effective policing. In 2023, we have expanded our outreach initiatives, community policing events, and educational initiatives. These efforts have fostered greater trust, communication, and collaboration between law enforcement and the public we serve.
3. **Training and Professional Development:** Our commitment to excellence extends to the ongoing training and professional development of our officers and staff. In 2023, we have implemented new training programs focused on de-escalation techniques, cultural competency, and mental health awareness. By investing in our personnel, we are better equipped to meet the evolving needs and challenges of modern law enforcement. Highlighting our commitment to training and professional development were the successful graduations of Sergeant Andy Ritter and Sergeant John Haase from Northwestern University's School of Police Staff and Command in 2023.
4. **Technology and Innovation:** Embracing technology is essential to enhancing our operational efficiency and effectiveness. In 2023, we have upgraded our communication systems, implemented body-worn cameras, and installed automated speed signs. These advancements have enabled us to better leverage data and enhance accountability.

Looking ahead, we remain steadfast in our commitment to serving with integrity, professionalism, and compassion. As we continue to adapt to changing legislation and emerging trends, we will uphold our core values of fairness, respect, and accountability in all that we do.

I would like to say thank you to the community members of East Dundee for their ongoing support and partnership. Together, we can build a safer, stronger, and more resilient community for generations to come. I also want to express my sincere gratitude to President Lynam, the Village Board and Village Administrator Storlie for having the confidence in me to lead this outstanding Police Department. The support provided to me, and the Police Department is the cornerstone to the Police Department's success.

Thank you for entrusting us with the privilege of protecting and serving you.

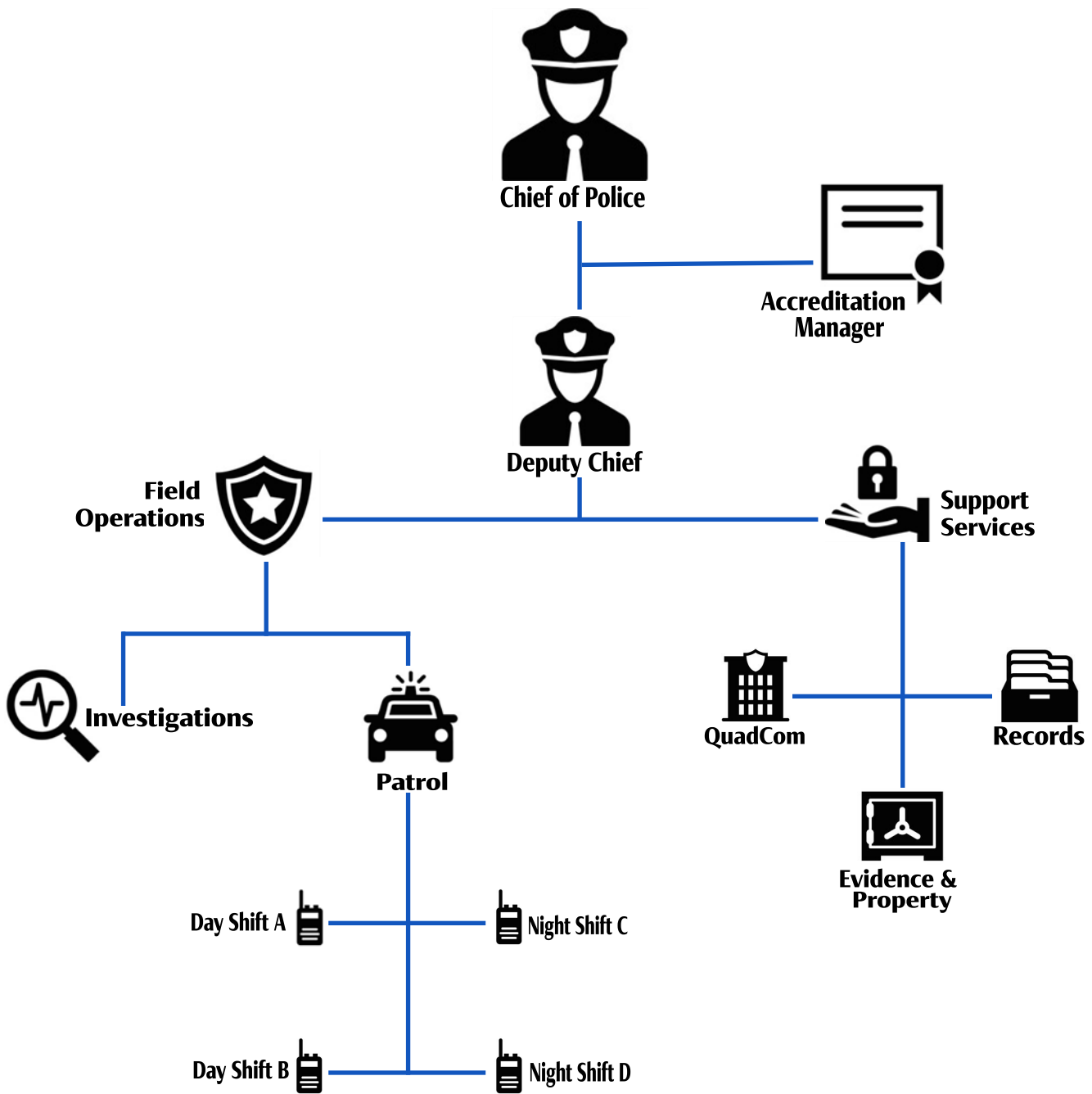
Sincerely,
Joshua S. Fourdyce
Chief of Police



MISSION STATEMENT

**THE POLICE DEPARTMENT OF THE
VILLAGE OF EAST DUNDEE
WILL STRIVE TO KEEP THE COMMUNITY
OF EAST DUNDEE AND ITS RESIDENTS
SAFE AND SECURE THROUGH DEDICATED
PROFESSIONAL POLICE PERSONNEL
WHO ESTABLISH PARTNERSHIPS WITHIN
THE COMMUNITY TO PREVENT CRIME AND
PROMOTE COMMUNITY SAFETY.
MEMBERS OF THE POLICE DEPARTMENT
WILL PROVIDE TIMELY, EFFECTIVE, AND
UNBIASED COMMUNITY SERVICE AS
PROFESSIONALS WITH INTEGRITY
AND RESPECT.**

**IN ACCOMPLISHING OUR MISSION:
PROFESSIONAL SERVICE WILL BE OUR
COMMITMENT. INTEGRITY, FAIRNESS AND
RESPECT WILL BE OUR MANDATES.**

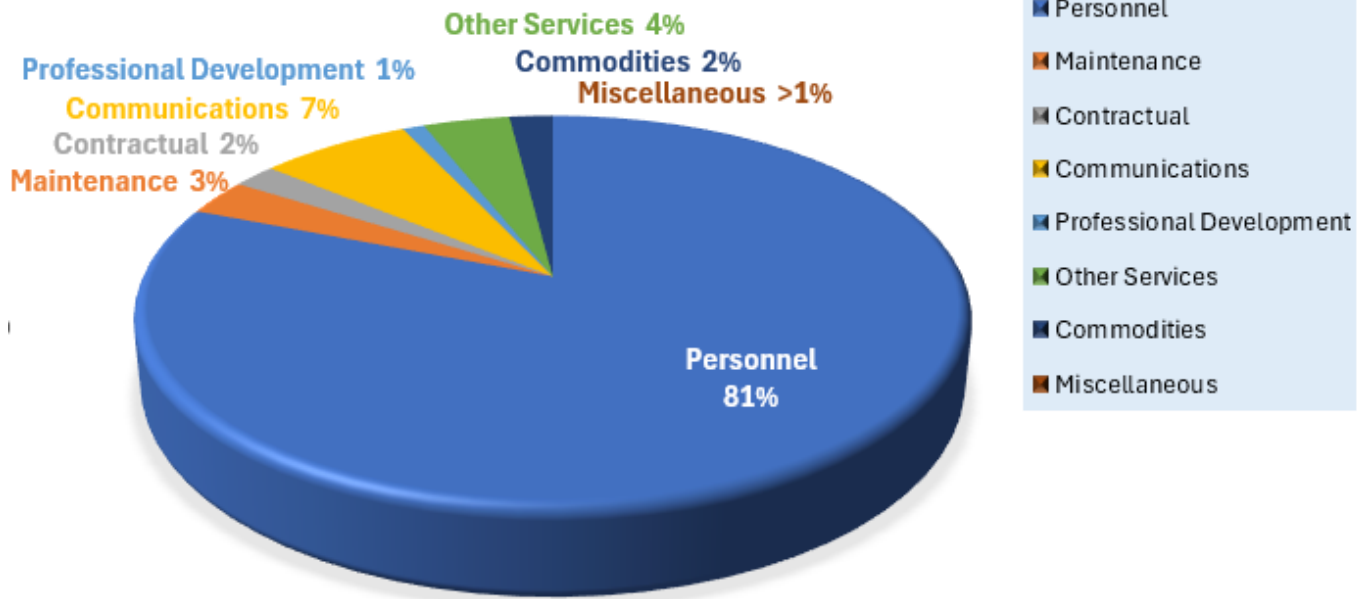


AUTHORIZED DEPARTMENT PERSONNEL:

Full Time: 15 Sworn Officers and 1 Civilian Personnel

Part Time: 5 Sworn Officers and 1 Civilian Personnel

2023 Budget . . .



Budget History	2019	2020	2021	2022	2023
Personnel	\$ 2,727,087	\$ 2,572,280	\$ 2,867,607	\$ 3,223,409	\$ 2,467,295
Maintenance	\$ 70,501	\$ 80,293	\$ 73,300	\$ 73,300	\$ 85,429
Contractual	\$ 61,201	\$ 55,216	\$ 68,727	\$ 65,127	\$ 51,476
Communications	\$ 187,541	\$ 196,354	\$ 177,801	\$ 195,293	\$ 204,029
Professional Development	\$ 22,830	\$ 17,490	\$ 47,575	\$ 47,060	\$ 43,360
Other Services	\$ 9,045	\$ 92,825	\$ 96,746	\$ 101,500	\$ 111,421
Commodities	\$ 44,683	\$ 34,289	\$ 51,000	\$ 75,180	\$ 69,068
Miscellaneous	\$ 1,689	\$ 18,959	\$ 11,573	\$ 21,175	\$ 20,145
Total Budget	\$ 3,124,577	\$ 3,067,706	\$ 3,394,329	\$ 3,802,044	\$ 3,052,223

PERSONNEL

In This Section

- Demographics
- Years of Service and Service Awards
- Retirements
- Promotions
- Appointments
- 2023 Recognition Recipients
- Police Chaplaincy Program
- Training



Police Officer Age

Police Officer Age

21-29

30-39

40-49

50+

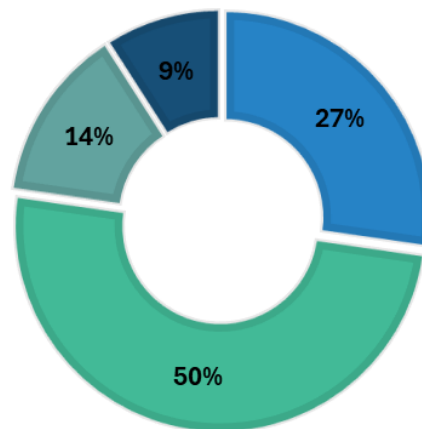
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7

9

Police Officer Education Level

■ Associates ■ Bachelors ■ Masters ■ Doctorate



Police Officer Age

21-29	0
30-39	5
40-49	7
50+	9

Police Officer Education Level

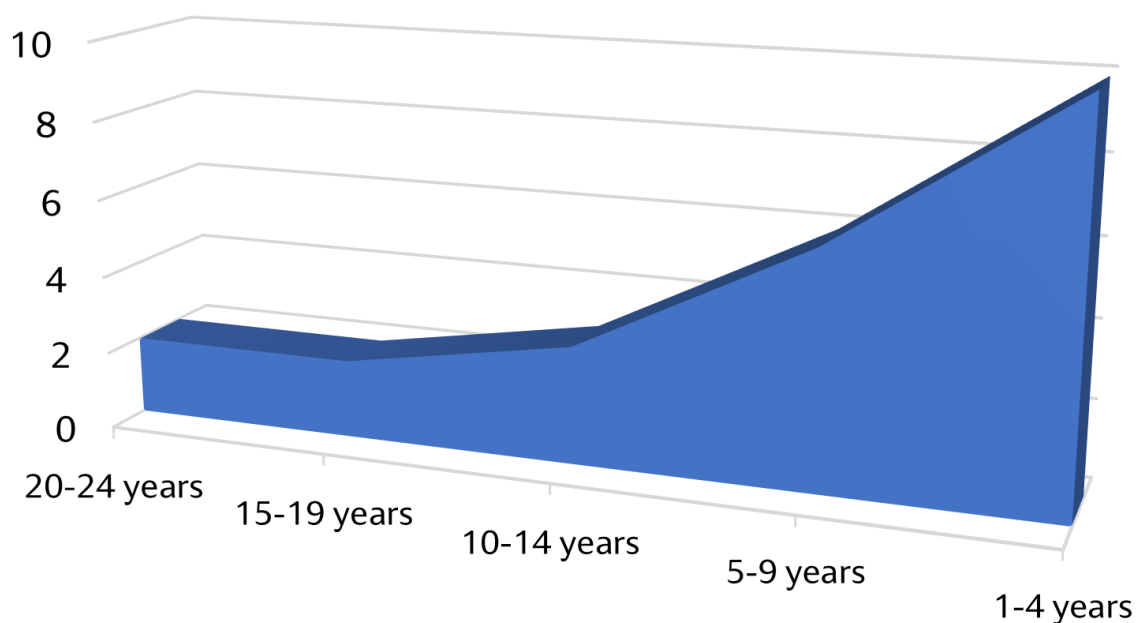
High School	0
Associates	6
Bachelors	11
Masters	3
Doctorate	2

YEARS OF SERVICE WITH THE VILLAGE OF EAST DUNDEE

20-24 Years	Officer Alan Kasiba	2000	1-4 Years	P/T Officer George Steiner	2019
	Officer Jeffrey Clark	2001		P/T Officer Caryn Andrews	2019
15-19 Years	Officer Daniel Duda	2004		Sergeant Stephen Baima	2019
	Lead Records Clerk Alejandra Villagomez	2007		Officer Bryan Maculitus	2021
10-14 Years	Sergeant Andrew Ritter	2009		P/T Officer James Kuzyk	2022
	Sergeant John Haase	2012		Chief James Kruger	2022
	Detective Jessica Marinos	2013		Officer Ryan Fleury	2022
5-9 Years	Sergeant Kyle Magnuson	2015		P/T Officer Sarah Donnellan	2022
	Officer Kevin Lawson	2016		Officer Robert Sarra	2022
	Officer Joseph Rybialek	2016		Officer Jose Feliciano	2022
	P/T Officer John Lawson	2018		Chief Joshua Fourdyce	2023
				Records Clerk Barb Idstein	2023

Years of Service & Awards

Years of Service



Thank You For Your Service . . .



Chief James R. Kruger, Jr. was appointed East Dundee Police Chief on February 7th, 2022, and retired from active law enforcement in December 1, 2023, after 43 years of service.

Chief Kruger served 18 years as Chief of Police in Winfield, Roselle, and Oak Brook prior to East Dundee. Chief Kruger was a Certified Police Chief and past President of the Illinois Association of Chiefs of Police. He was selected as Police Chief of the Year in 2022, by the ILACP.

Promotions . . .



Joshua Fourdyce joined the East Dundee Police Department in January 2023, as the Deputy Chief. He was appointed Chief of Police on November 6, 2023.

Fourdyce started his tenure in Woodstock as a Patrol Officer in 2004, and then rose through the department serving as a School Resource Officer, Investigator, Patrol Sergeant, and Detective Sergeant serving nearly 19 years.

He holds a bachelor's degree from Knox College and a master's degree from the University of Phoenix in the Administration of Justice and Security. Fourdyce also graduated from the University of Illinois' Police Training Institute and the Northwestern University Center for Public Safety School of Police Staff and Command.

Promotions . . .



Sergeant Andrew Ritter was selected as East Dundee's next Deputy Chief of Police in December 2023.

Deputy Chief Ritter began his law enforcement career with the East Dundee Police Department in October of 2009. Since then, he has risen through the ranks quickly, becoming a Sergeant in September of 2013. His quick rise can be attributed to his diligence, leadership ability, and overall professionalism.

Jessica Marinos was promoted to the position of Patrol Sergeant with the East Dundee Police Department in December 2023.

Sergeant Marinos started her law enforcement career in 2008 when she was hired as a Community Service Officer with the College of Lake County Police Department. In 2012 she graduated with her bachelor's degree in criminal justice from North Park University. She joined the East Dundee Police Department as a patrol officer in 2013. She was assigned to Detective in 2018, and to Acting Sergeant in October of 2023.



Appointments . . .



Officer Maculitis was appointed a full-time position on August 14, 2023.

Officer Maculitis joined the East Dundee Police Department as a part-time patrol officer in July of 2021. He previously worked as an Auxiliary Officer with Schaumburg PD, and a Police Officer with Roselle PD, Prairie Grove PD, Bull Valley PD, and Lakemoor PD. He was assigned to Detectives, and the Marine Unit with Wonder Lake PD.

He also serves as the East Dundee property evidence custodian.

Officer Sarra was appointed a full-time position on August 28, 2023.

Officer Sarra joined the East Dundee Police Department as a part-time patrol officer in July of 2022. He previously worked as a patrol officer with Maple Park Police Department, Roselle Police Department, Cook County Forest Preserve, and Chicago Aviation Police Department. He has been working in the law enforcement training field for the last several years.



Recognition . . .

Recognition of the work our Officers do reflects on them and on the East Dundee Police Department as a whole. We are proud of the men and women whose actions inspired the following correspondence, emails and phone calls we received:

EXTERNAL COMPLIMENTS

- In January 20, 2023, Officer Kasiba responded to a call for found wallet. The wallet belonged to a man from Ohio who had been in town for a funeral. Ofc. Kasiba made several phone calls to relatives to locate the owner of the wallet. He went above and beyond making sure the wallet was returned. This resulted in positive feedback from the owner and brought credibility to the Department.
- On June 29, 2023, Officer Duda assisted a man who had lost his phone and wallet. Ofc. Duda showed the man how to use the find my iPhone app, which resulted in the man finding his phone and wallet. The man was very complimentary of Ofc. Duda's service.
- On September 18, 2023, Officer Maculitis responded to a victim of a hit and run accident. The victim stated Ofc. Maculitis was helpful and quick with resolving the incident. The victim was stressed from the accident but Ofc. Maculitis' calm and collective manner made her feel assured she was in good hands.
- On March 2, 2023, Officer Miles was dispatched for a stray dog that was found in East Dundee. It was determined that it did not have a collar and all other investigative leads were exhausted. Records Clerk Alejandra Villagomez heard the call and remembered hearing a voicemail from Monday reporting of a lost dog from Elgin Ave. in unincorporated Kane County. Alejandra advised Ofc. Miles and after contacting the caller from the voicemail it was determined that this was the lost dog. The caller stated the dog had gotten away from her elderly parents earlier in the week. She was very grateful of the efforts by EDPD employees in reuniting the dog with the owners and had a pizza delivered to EDPD later in the day to show her appreciation.

INTERNAL COMPLIMENTS

- Ofc. Miles conducted a traffic stop on a vehicle. After stopping the vehicle he recognized the vehicle from a prior theft report he took, two months prior. Ofc. Miles conducted a thorough field investigation identifying the driver as driving on a suspended license, had an active warrant for his arrest, and was the suspect in the theft. He gained consent to search the vehicle from the vehicle owner and discovered recycling receipts in the vehicle, completed under an alias name. After arresting the offender on the warrant and bringing him to the Police Department, Ofc. Miles continued his investigation, connecting the dots prior to conducting an interview. He then got a confession from the offender in the interview. The offender was charged with theft. Ofc. Miles displayed that he thoroughly investigates all incidents to the fullest capability, which leads to strong cases and arrests.



Rev. Tim Perry
Cgaokalm



The Police Chaplaincy Program aids Police Officers and the citizens of East Dundee to provide spiritual guidance, counseling, and comfort in times of crisis. A few of the Chaplain's responsibilities are death notifications, accidents involving serious injuries, domestic disturbances, and persons who are confused or emotionally upset.

Tim Perry is the President of Nationwide Chaplain Services and serves as Chaplain for several suburban police departments, as well as the Illinois State Police. He is a Certified Professional & Leadership Development Specialist with over 25 years of corporate leadership with the top 5 of Fortune 500 organizations. He also served 8 years in the U.S. Air Force in aviation, including combat time in Gulf War I. It is his vision to provide exceptional care to our Officers and citizens around the clock with Emergency Response Chaplains and Advocates (Counselors) that are trained and certified to provide a unique and valuable service. It is also their goal to have a diverse group of Chaplains and Advocates that reflects the needs of the East Dundee Police Department, so that they are sensitive to cultural diversity.

The Chaplain and Advocates also provide the following functions:

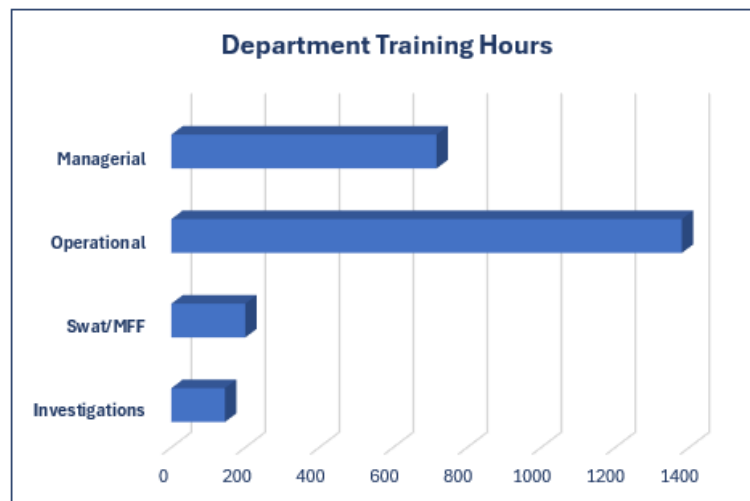
- Leadership Development Workshops
- Being present at on-scene crisis events
- Attending training and/or staff meetings
- Crisis Counsel for emergency situations
- Conducting post Critical Incident Stress management care
- Learning & Development for the organization



Sergeant Andrew Ritter
Training Stoeuhring

TRAINING OVERVIEW – The department increased training hours significantly from 2021 and 2022. As a result, 2023 saw a significant increase in training across the board. The department remains committed to training that is essential for officers to effectively perform their duties and assignments. With the implementation of the SAFE-T Act, it is imperative officers receive mandated continuing education to maintain certification. We will continue to explore internal and external training opportunities, without sacrificing our commitment to a high level of public service.

OPERATIONAL – In 2023, 56% of training was conducted in the operational category. Every month officers participate in online training called CourtSmart. CourtSmart provides a monthly publication of updated case law. Case law provides important guidance to officers on what they can and cannot do. Case law can frequently change, and this training provides officers with the most current law updates. This training meets the state training mandates of civil rights, law updates, use of force, and constitutional and proper use of law enforcement.



KANE COUNTY SWAT/MOBILE FIELD FORCE – Officers Kevin Lawson and Joseph Rybialek participate in reoccurring training for their respective specialties. 8% of department training was associated to SWAT and Mobile Field Force. The training is beneficial to the Police Department as these skills are utilized while on duty and through training of other East Dundee Officers.

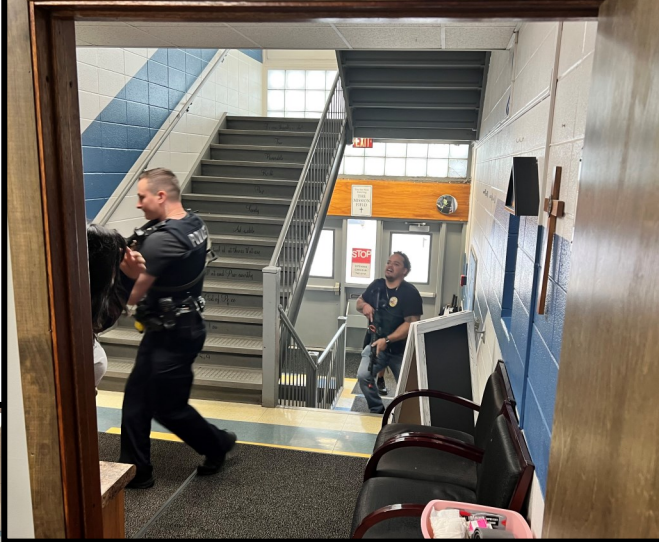
MANAGERIAL – Management training totaled 717 hours. There was a significant increase in managerial training with Sergeants attending Northwestern’s Staff and Command 10 week Class.

INVESTIGATIONS – Patrol officers, as well as the department investigator, can conduct investigations. As such it is important patrol officers also receive training on proper investigative techniques. The Police Department spent 8% of training focused on investigations.

Training . . .

DEPARTMENT TRAINING HISTORY <i>(in hours)</i>					
Employee Name	2021	2022	2023	Total	Avg/Yr
Andrews	12	60	35	107	28.33
Baima	28	227	123	378	91.33
Clark	17.25	87	58	162.25	35.75
Donnellan		16	0	16	16
Duda	18	85	50	153	35.33
Feliciano		12	314	326	12
Fleury		574	171	745	574
Fourdyce			69	69	69
Haase	52	133	59	245	81.67
Kasiba	17	145	90	207	69
Kruger Jr		54	39	54	54
Kuzyk		60	26	60	60
Lawson	20	316	81	491	163.67
Lawson	25.5	42	42	69	23.17
Maculitis	4	93	84	97	48.5
Magnuson	21	186	145	212	70.67
Marinos	27	117	174	201	67
Miles	20	84	57	106	35.33
Ritter	70.75	163	523	287.8	95.92
Rybialek	40	205	60	332	110.67
Sarra		19	112	19	19
Steiner	12	41	228	63	21
Villagomez		2	11	2	0.67
Idstein			9	9	9

Training Category	Hours	Percent
Investigations	145	5.90%
Swat/MFF	200	8.20%
Operational	1380	56.51%
Managerial	717	29.36%



In August 2023, the East Dundee Police and Fire Departments participated in Rescue Task Force Training at Immanuel Lutheran School. RTF Training provides for a coordinated strategy to bring law enforcement and emergency medical resources together during an active shooter event. It has been recognized that EMS cannot wait for a scene to be completely secure when there are victims that may be shot and bleeding. The training provides for an understanding of each service's perspective and needs to address the emergency.

Training



OPERATIONS

In This Section

- Patrol Division
- Kane County S.W.A.T.
- ILEAS MFF



The Patrol Operations Division is the largest division within the East Dundee Police Department. Patrol is the most visible part of the Police Department providing 7-days-a-week, 24-hour operation services to the community. The Patrol Division makes up approximately 80 percent of the total police Department manpower. Patrol is staffed with both full and part time uniformed officers who provide a number of police services to include responding to 9-1-1 calls for service, traffic crashes, traffic enforcement and preliminary police investigations.

The services provided by the Patrol Division were established on the philosophy of Community Oriented Policing (COP). COP is based on the continued, positive interaction between the community and members of the East Dundee PD to work together to develop solutions to neighborhood problems.

Patrol officers are assigned to one of four Teams and work a 12 hour rotation giving the Village 24/7 coverage. Teams A and B cover the day shift, Teams C and D cover the night shift and are assigned such shifts for one year. The officers patrol their assigned beats and work as a team to address criminal activity and provide service throughout the community. As issues are identified, the sergeant coordinates the efforts of the officers and is empowered to seek additional department or community resources to address these issues.

**TEAM A**

Sergeant
Andrew Ritter
Aritter
@eastdundee.net
(224) 293-7108

**TEAM B**

Sergeant
John Haase
Jhaase
@eastdundee.net
(224) 293-7110

**TEAM C**

Sergeant
Kyle Magnuson
Kmaguson
@eastdundee.net
(224) 293-7425

**TEAM D**

Sergeant
Stephen Baima
Sbaima
@eastdundee.net
(224) 293-7424



Officer Kevin Lawson is assigned to the Multi-Jurisdictional Kane County SWAT (Special Weapons and Tactics) team. The team is comprised of nine different police agencies and three fire departments. The SWAT team was activated for multiple high-risk incidents in 2023. Officer Lawson was on the scene for three of those. In 2023, all callouts were for armed subjects who had barricaded themselves.



**Officer
Kevin Lawson**

The team meets for bi-monthly training, focusing on close Quarters Battle and Tactics, hostage rescue, vehicle assaults, firearms training, and even drone and robotic training. More focus has been on using robots and electronics in order to keep officers safe. All Operators are required to pass a physical agility test twice a year. Team members are also required to pass rifle and pistol qualifications yearly. The rifle and pistol qualifications were recently changed to a higher standard than in the past. The team was able to conduct their five-day training course at Fort McCoy in Tomah, Wisconsin.



**Officer
Joseph Rybialek**

In 2019, Officer Joseph Rybialek was the first East Dundee Police Officer to join the Illinois Law Enforcement Alarm System (ILEAS) Mobile Field Force. The Mobile Field Force provides rapid, organized and disciplined response to civil disorder, crowd control or other situations. Mobile Field Forces are formally structured teams based on a platoon of law enforcement officers from multiple agencies with an assigned leader. Tactics used are based on small squad tactics developed by the Office of Domestic Preparedness as well as the more traditional Mobile Field Force and general police patrol tactics.

The Illinois Law Enforcement Alarm System (ILEAS), region 3 North, had 5 scheduled training days in 2023. The trainings included asset protection, search and rescue, riot control, and formations/defensive tactics/first aid. The team had no ILEAS activations for 2023.

EAST DUNDEE POLICE DEPARTMENT COMMAND STAFF



From left to right: Sergeant John Haase, Sergeant Stephen Baima, Chief James Kruger, Deputy Chief Joshua Fourdyce, Sergeant Andrew Ritter, Sergeant Kyle Magnuson

SUPPORT/INVESTIGATIONS

In This Section

- ILEAP Accreditation
- Support Services Division
- Records Section
- Investigations Unit
- Liquor and Tobacco Enforcement Programs
- Investigations Summary
- Community Events
- Special Olympics
- Community Relations





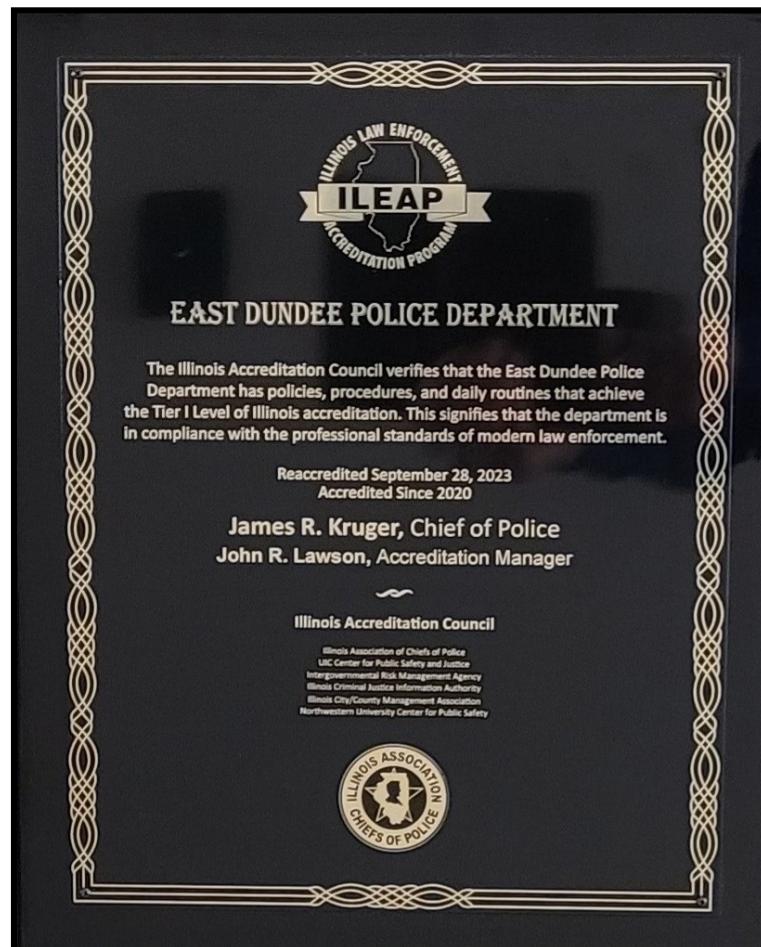
Officer John Lawson
Accreditation Manager



The department remains professionally accredited by the Illinois Association of Chiefs of Police through its Illinois Law Enforcement Accreditation Program (ILEAP). The ILEAP Accreditation award symbolizes the department's achievement in excellence. The agency has reached a level of professional esteem through audits, inspections, and peer critique in an effort to maintain the best practices in the field of policing.

The police department was granted accreditation status on December 16, 2020, which will be for four years. During the four years, the police department must submit annual reports proving continued compliance with those standards under which it was initially accredited.

The Police Department was re-accredited on September 28, 2023 .





QUADCOM 9-1-1

Quadcom is an intergovernmental consolidated emergency dispatch system, providing 9-1-1 services for several communities in the northern fox valley. The combined population of the communities is nearly 68,559 covering over 82 square miles.

Quadcom began as an intergovernmental agreement between the villages of East Dundee, Carpentersville, West Dundee and Sleepy Hollow in 1979. Those four communities formed a Joint Emergency Telephone Systems Board to fund 911 operations. Prior to that the Carpentersville and West Dundee Police Departments operated their own in-house radio room and served East Dundee and Sleepy Hollow. Quadcom began operations in the Carpentersville Police Department dispatch center in the newly opened Carpentersville Village Hall and Police Department. They remained there until the 1990's when a state of the art communications center was built in its current location at 505 Elm Ridge Road in Carpentersville.

The Quadcom center handles an average of 350 telephone calls per day and dispatches approximately 45,000 calls for service annually. The center is staffed by Public Safety Telecommunicators who have completed a comprehensive training program and participate in ongoing continuing education.

MEMBER AGENCIES:

East Dundee Police Department
 East Dundee Fire District
 Carpentersville Police Department
 Carpentersville Fire Department
 West Dundee Police Department
 West Dundee Fire Department
 Sleepy Hollow Police Department
 Rutland-Dundee Fire District
 South Barrington Police Department
 Barrington Hills Police Department





Alejandra Villagomez
Lead Records Clerk

The East Dundee Police Department Records Section serves as the community's point of contact for the East Dundee Police Department. The Records Section is staffed by one full time records clerk and one part time records clerk, serving the community Monday through Friday from 8:00 a.m. to 4:00 p.m.

The Records Section is responsible for verifying all incident, arrest and accident reports; storing and gathering crime statistics, as well as overseeing all inquiries and requests for copies of records, and Freedom of Information Act (FOIA) requests. In addition, records clerks conduct records checks for law enforcement and governmental agencies.

- All records clerks are Less than Full Access Certified in the Law Enforcement Agencies Data System of the Illinois State Police. Records clerks are responsible for examining and processing all statewide LEADS alerts and other communications and updating the East Dundee Police Department LEADS entries.
- Records clerks process traffic and parking citations and insure all traffic stops are entered in the Illinois Department of Transportation Traffic Stop Data Collection portal.
- Records clerks provide administrative support for the Police Department Command Staff.
- Records Clerks process reports and video evidence to be submitted to the appropriate county prosecutor or local prosecutor's office.
- Records Clerks prepare case files for local adjudication proceedings.



Barbara Idstein
Records Clerk



Bryan Maculitus
*Property-Evidence
Officer*



**Detective
Jessica Marinos**

KANE COUNTY MAJOR CRIMES TASK FORCE

The mission of the Kane County Major Crimes Task Force is to provide timely assistance to member agencies that become involved in a major investigation by providing additional expertise, manpower and equipment. KCMCTF will work the following types of cases: Homicide, serial sexual assault, serial arson, major bombing, non-parental kidnapping, complex violent crimes against people, heinous crimes, complex crime scene processing and evidence collection.

On April 13, 2022, Detective Marinos assisted the Task Force responding to West Dundee for a fatal shooting investigation at Esporta Fitness.

LIQUOR COMPLIANCE

East Dundee Police Department partnered with the Illinois Liquor Control Commission to implement a comprehensive alcohol control program. On September 13, 2023, twenty-five local licensed liquor establishments were checked, including gas stations and bars. One establishment was issued a citation for not checking ID and attempting to serve an underaged compliance assistant.

East Dundee Police will continue to perform liquor compliance checks at various times and locations throughout the year.

TOBACCO COMPLIANCE

East Dundee Police Department checked tobacco compliance on the following eight retail locations in town on March 23, 2023 and again on June 28, 2023.

- Aden Market
- Circle K
- Dundee Marathon
- Thorntons
- Rock Road Shell
- Dundee Food & Liquor
- Vapor Haus
- Speedway

All eight retailers passed by checking identification for the age of patrons purchasing tobacco with no sales of tobacco to a minor.

East Dundee Police will continue to perform tobacco compliance checks at various times and locations throughout the year.

2023 INVESTIGATIONS SUMMARY:

Felony Theft / Forgery

On Friday, January 27, 2023, Detective Marinos investigated a theft case involving an East Dundee business owner and an ex-employee (offender). The business owner reported that the fleet gas credit card issued to the offender had ten unapproved transactions from December 26, 2022, through January 16, 2023, at which time the offender did not have permission to use the card. The credit card could only be used if the Driver I.D. number was utilized. In this case the offender's I.D. was used for all ten purchases per the receipts collected from the gas stations. The total dollar amount for fuel purchased was \$6,575.66.

Video surveillance from each gas station was also obtained and a subject matching the description of the offender was seen making the purchases. The Kane County State's Attorney's Office approved charges for Theft over \$500: Class 3 felony and Unlawful Use of Credit Card: Class 4 felony. On April 27, 2023, the offender was arrested and charged by the Kane County Sheriff's Office.

Felony Theft

On Wednesday, February 22, 2023, officers took a report for stolen construction equipment from Lauderdale Electric Inc., at 205 Prairie Lake Rd., Unit A. One of their company skid steers, which was parked in the rear parking lot, was missing. Upon reviewing surveillance camera footage, it was determined that on Sunday, February 19, 2023, in the morning hours, two male subjects entered the property on foot from the North. One of the subjects entered the skid steer, started it, and drove it back Northbound. The estimated loss was \$25,000.

On February 24, 2023, Carpentersville Police Department Special Operations Group (S.O.G.) recovered the stolen skid steer in a wooded area of Kemper Park in Carpentersville, which is North of the Prairie Lake Rd. industrial park. The offender was found driving it and was arrested for possession. The Kane County State's Attorney's Office approved the charge of Theft More Than \$10,000: Class 2 felony and an arrest warrant was obtained. On September 29, 2023, the offender was arrested and charged by East Dundee Police Department.

Investigations Unit					
Case Dispositions:	2019	2020	2021	2022	2023
Cleared By Arrest/Warrant	4	8	2	6	2
Referred to Other Jurisdictions	5	5	4	3	19
Unfounded Crimes	2	0	0	0	5
Pending Cases	11	16	8	14	3
JUV Arrests	10	8	11	6	1

2023 INVESTIGATIONS SUMMARY CONTINUED:

Felony Forgery

On April 11, 2023, Detective Marinos took a report for forgery involving a property owner, the offender, and the property in East Dundee. The property owner reported that forged documents had been recorded within Kane County against his listed property and it was now interfering with the sale of said property. The owner was recently made aware that EDPD officers were called to the property due to the offender claiming he had the right to be there. The offender told police he had a lease agreement with the property owner and he and his business equipment could be on the property. He also claimed that he recorded said lease agreement against the property with the Kane County Recorder's Office.

The property owner advised EDPD that he, nor any of his associates had signed any type of lease agreement. The forged lease agreement was located by the Kane County Recorder's Office with the offender's signature on it and the property owner's duplicated forged signature. The Kane County State's Attorney's Office approved charges for Forgery: Class 3 felony and Issue or Deliver Forged Document: Class 3 felony. On April 17, 2023, the offender was arrested and charged by East Dundee Police Department.

Felony Burglary / Theft

On the morning of April 24, 2023, East Dundee Police Department officers were dispatched to Lifeline Plumbing Inc. at 296 Williams Pl., East Dundee for a late report of a burglary. The storage building had been broken into and plumbing equipment had been stolen. Surveillance video was obtained and showed three offending vehicles had arrived in the early hours on April 23, 2023, one being a newer model gray Chrysler Pacifica minivan. Once in the parking lot, several subjects exited the vehicles and broke into the barn. Some of the subjects were seen utilizing their cell phones during this time. An estimated \$35,000, in plumbing tools and equipment was taken. It was noted that items stolen could be identified by "LIFELINE" written in black marker on them.

On June 4, 2023, Detective Marinos was made aware of the arrest of two possible suspects after they attempted to burglarize a cannabis dispensary in Posen, IL. The two fled in a gray Chrysler Pacifica minivan which matched one from this case. Cell phones were confiscated from both offenders and search warrants were obtained and executed. The Kane County State's Attorney's Office approved charges for Burglary: Class 2 felony and Theft More Than \$10,000: Class 2 felony for both offenders. Both are currently being held at the Cook County Jail on Burglary, Fleeing and Eluding and Weapons charges from their Posen arrests as well as East Dundee Police Department charges.

Community Events



Officer Andrews meets the Paw Patrol characters
at Santa's Village.



Officer Feliciano and the Frozen characters
at Dickens in Dundee.

Raising Funds & Awareness

The East Dundee Police Department continues its commitment to Special Olympics, raising over \$1,200 in 2023! Our officers and community have worked together to make a difference in the lives of these young athletes. We are proud of our departments efforts and grateful for the support of our community!



Senior Scam Prevention Presentation

Chief Kruger and Deputy Chief Fourdyce met in with the residents of Village Green Condominiums in August of 2023. They gave a presentation on Scam Prevention For Seniors and answered questions for those in attendance.



Flag Day

On June 14, Flag Day, the Village sponsored a Flag Day event at the Depot. Members of the West Dundee VFW raised and retired the flag. President Lynam gave remarks on the south lawn of the depot. Members of the police department, public works and village hall staff attended the ceremony.



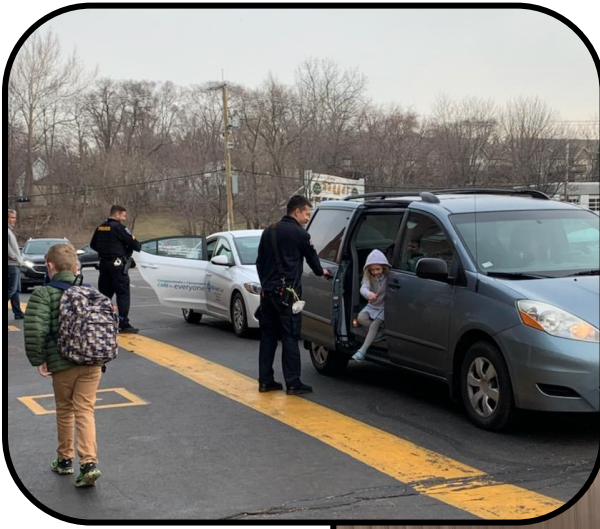
Community Relations

Kane County Chiefs Memorial and Celebration

The Kane County Chiefs of Police Association hosts the annual Police Officer Memorial service at Mooseheart every year during Police Week in May. Chief Kruger and Officer Kasiba attended the event. Chief Kruger and Officer Kasiba serve on the committee and Chief Kruger lit the East Dundee Police Department candle at this past year's event.



Immanuel Lutheran School



East Dundee Police Officers are committed to ensure the safety of students and faculty at Immanuel Lutheran School. Officers make a point of developing relationships with the students and try to be present daily as children arrive, when call load permits.



Community Relations

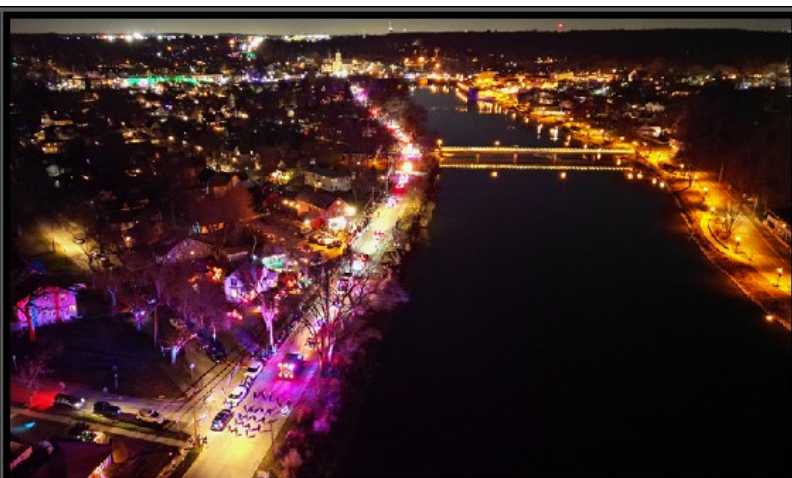
East Dundee Police Annual Turkey Dinner Donation

Each year the East Dundee Police Officers donate Thanksgiving meals to area families in need. Pastor Phil from Fox Valley Baptist Church assists in distributing the meals.



Festival of Lights Parade

The Village co-sponsored the Riverside Festival of Lights Parade December 2, 2023. The parade began in West Dundee, traveled north to the Carpentersville Main St. bridge and back south on Water St, ending in East Dundee. The Village entered a decorated police car driven by Chief Fourdyce and a public works truck and trailer.





In December of 2023, Shop with a Cop of Dundee Township hosted a breakfast at Fox Valley Baptist Church and then participants and their Police Officer partner went shopping at Walmart in Carpentersville. Each child was able to choose \$150 worth of gifts, gloves, and a coat.



National Night Out

East Dundee Police participated in the combined National Night Out on August 2, 2023, at Carpenter Park. Police officers from East Dundee, Carpentersville, West Dundee and Sleepy Hollow were on hand to bring the community together. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. Police agencies across the country celebrate NNO the first Tuesday in August.



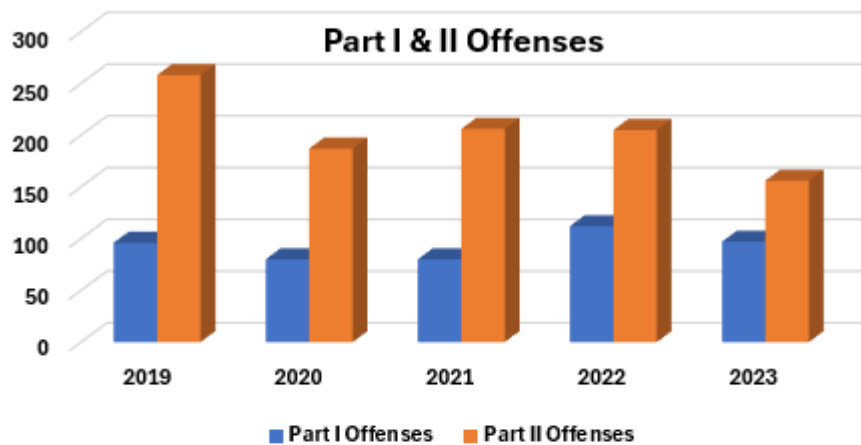
STATISTICAL

In This Section

- Part I & II Offenses
- Calls for Police Services
- Professional Standards



Part 1 Offenses	2019	2020	2021	2022	2023
Murder	0	0	0	0	0
Criminal Sexual Assault	3	0	0	2	0
Robbery	1	1	2	0	0
Aggravated Assault/Battery	5	4	2	7	8
Burglary	23	21	16	14	12
Theft	51	36	31	62	42
MV Theft	13	18	29	27	35
Arson	0	0	0	0	0
Total	96	80	80	112	97



Part II Offenses	2019	2020	2021	2022	2023
Assault	1	0	1	0	4
Battery	19	20	19	17	23
Criminal Damage to Property	14	26	35	19	10
Disorderly Conduct	9	11	13	10	6
Criminal Trespass	6	8	13	7	4
Cannabis Offenses	52	22	18	16	13
Controlled Substances	13	6	12	19	5
Drug Paraphernalia	40	2	0	2	3
Domestic Disputes	66	60	58	61	59
Curfew	3	0	0	1	1
Runaway	0	0	0	0	0
Weapons Offenses	2	1	2	2	2
Warrant Arrests	31	27	34	47	25
Violation of Order of Protection	2	4	1	4	1
Total Other Criminal Offenses	258	187	206	205	156



Service Call History	2019	2020	2021	2022	2023
Alarm Calls	203	169	178	217	298
Animal Complaints	58	39	42	28	29
Assist Ambulance	212	92	83	104	142
Assist Fire Department	112	38	47	34	76
Vehicle Lockouts	116	60	66	79	75
Motorist Assists	262	165	136	145	155
Parking	31	30	44	47	48
Suspicious Person/Auto	305	231	223	215	184
TOTAL	1299	824	819	869	1007

Calls for Police Services

PROFESSIONAL STANDARDS

It is the policy of the East Dundee Police Department to investigate all complaints made against police department personnel in a manner that will ensure the community of prompt, corrective action when they have concerns or believe a Department member's conduct was improper. The duty of the Police Department is to protect the public against improper conduct of its officers, as well as protect police officers that are acting properly from false, inaccurate, misinformed or malicious accusations of misconduct.

During 2023, no external complaints were made against any Department employee. Twelve internal policy or code of conduct violations were administratively resolved.

2023 CITIZEN COMPLAINT DISPOSITION SUMMARY

Complaint	Sustained	Exonerated	Not Sustained	Unfounded
Use of Force				
Policy Violation				
Code of Conduct				
Rudeness				
Conduct Unbecoming				
Total	0	0	0	0

2023 RESPONSE TO RESISTANCE RESULTS

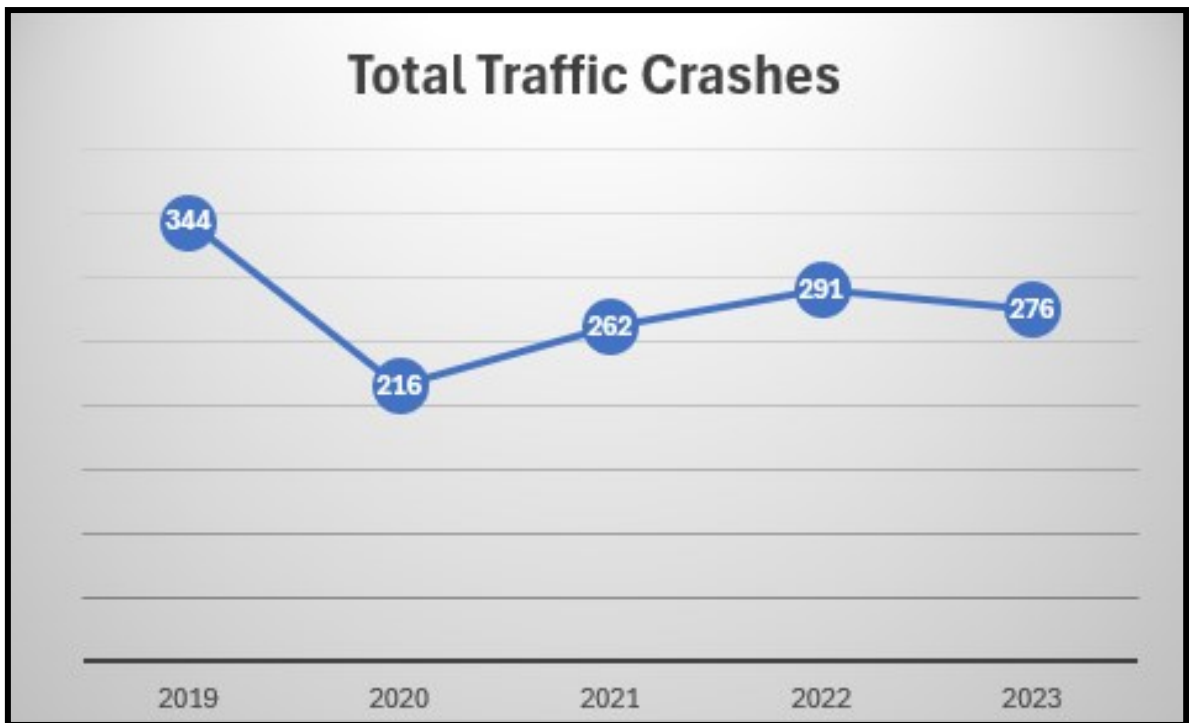
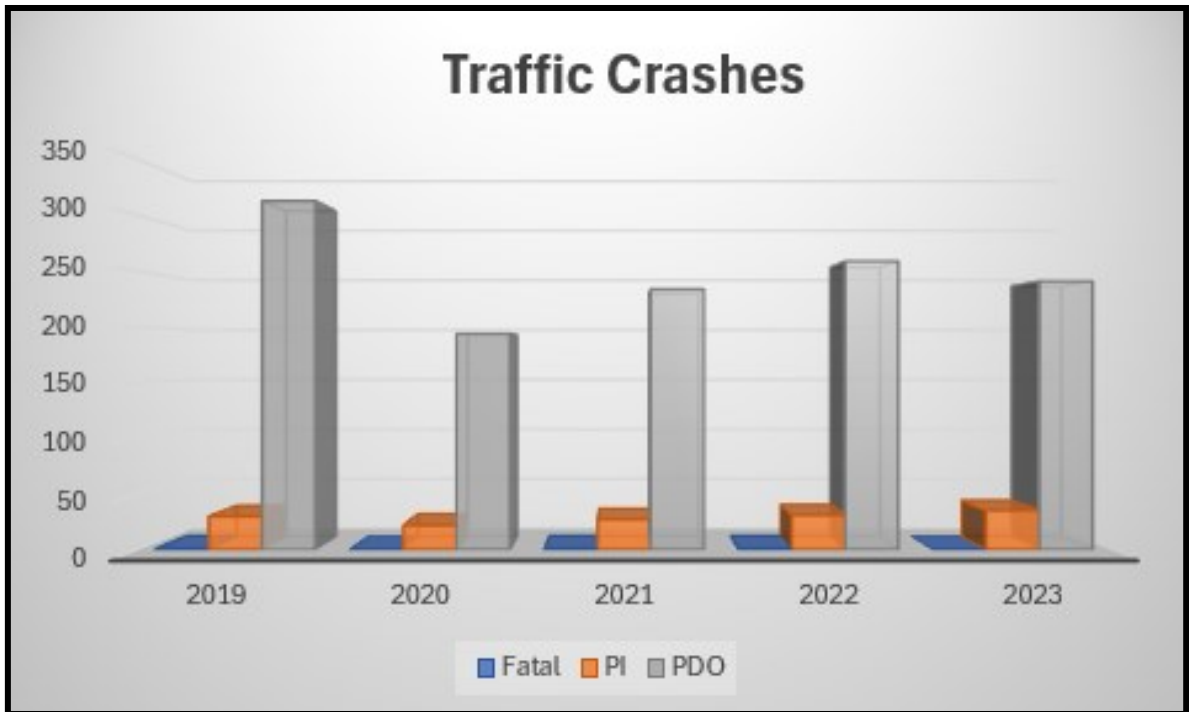
Eleven incidents were documented in which East Dundee Police Officers were required to use force to overcome resistance in the performance of their duty. Three occurred during a DUI arrest and two while arresting an aggravated battery offender. All remaining use of force reports were while taking an arrestee into custody. All eleven incidents were investigated by supervisors and reviewed by the Deputy Chief and Chief of Police and found to be justified and consistent with state law and department policy, requiring no further corrective action or investigation.

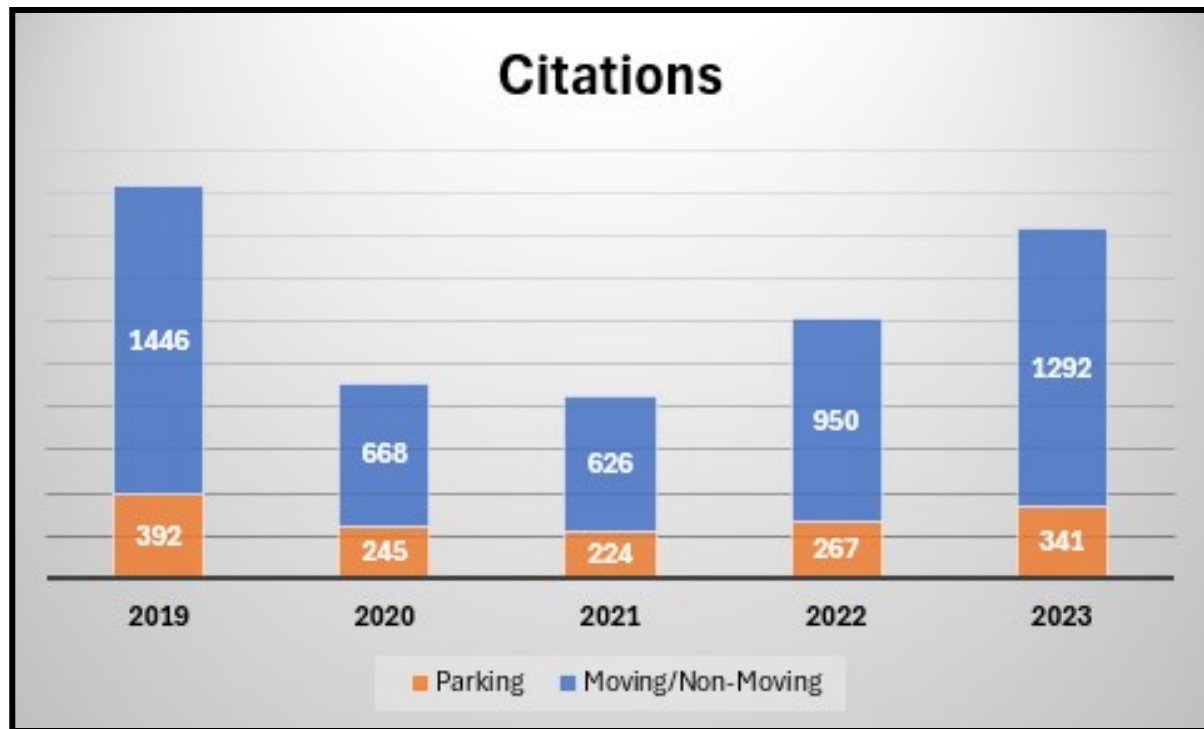
TRAFFIC

In This Section

- Traffic Crashes
- Citations & Traffic Stop Data Collection
- Red Light Photo Enforcement
- Office of Adjudication







	2019	2020	2021	2022	2023
Parking	392	245	224	267	341
Moving/Non-Moving	1446	668	626	950	1292

TRAFFIC STOP DATA COLLECTION

Members of the East Dundee Police Department and all Officers in Illinois are required to record demographic data for every driver of a motor vehicle stopped for traffic related offenses. Once collected, the data is forwarded to the Illinois Department of Transportation for analysis and reporting.

The following chart is the 2023 Racial Breakdown:

Racial Breakdown	Traffic Stops	Percent
White	530	34.1
African American	177	11.4
Hispanic	786	50.6
Asian	14	0.9
Native American/Alaskan	39	2.5
Native Hawaiian	7	0.5
Totals	1553	100

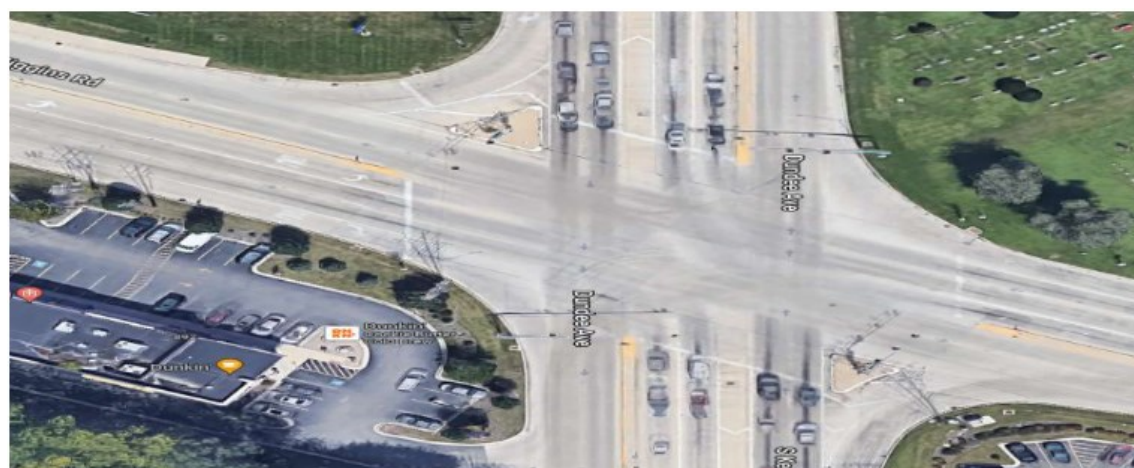


RED LIGHT PHOTO ENFORCEMENT

After finding limited success with other attempted measures to promote safer driving and improve compliance with traffic laws, Red Light Running (RLR) Photo Enforcement Systems were installed at the following intersections:

1. IL 72 (Main St.) at IL 68 (Penny Ave.) (southwest bound) on September 11, 2009.
2. IL 72 (Higgins Rd.) at IL 25 (Dundee Ave.) (westbound) on March 1, 2011.

After suspected violations are recorded, an East Dundee Police Officer must review each video and determine if a violation has been committed. After it is attested to by the officer, the violation is sent to the registered vehicle owner to satisfy the fine, or request a hearing.





Officer Alan Kasiba

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ADMINISTRATIVE ADJUDICATION

The Office of Adjudication hears certain ordinance violations. One of the functions of this Office is the Administrative Tow Program. The Administrative Tow Program is utilized to remove dangerous drivers, who are found to be in violation of serious vehicular offenses, from the roadways, which adds to the safety of East Dundee residents and essentially everyone who use the streets within our Village.

During the calendar year of 2023, there was 93 adjudication actions at the hearings. This included ordinance violations, contested in person Red-Speed, contested by mail Red-Speed hearings and administrative tows.

ADJUDICATION EXPERIENCE

Contested RLR camera violations are adjudicated through an administrative hearing conducted monthly. The high-quality video footage and photographic evidence produced by the enforcement system is a contributing factor in the majority of the contested RLR violations being upheld by the Hearing Officer.

The police officers assigned to review and approve/reject potential violations are vigilant in applying the same officer discretion and criteria they would if issuing an in-person citation, resulting in only highly prosecutable violations being mailed out.

Adjudication data for the Village's RLR program for the past three (3) years are reflected below.



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EAST DUNDEE POLICE DEPARTMENT

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Request for Proposals for 7 Maiden Lane (Former Haeger Pottery Property)

Date: June 24, 2024

Action Requested:

Staff requests Village Board review and feedback on the Request for Proposals (RFP) for the redevelopment of Village owned property at 7 Maiden Lane, East Dundee.

Summary:

The Village recently completed the acquisition of the former Haeger Pottery factory located at 7 Maiden Lane, East Dundee. An RFP has been drafted and attached for review. Staff will incorporate any requested items from the Village Board and will release the RFP on June 27, 2024, with proposals being due October 24, 2024.

The redevelopment of this property presents an exciting opportunity for the Village, and it is anticipated that this will be a desirable site for multi-use or multi-family residential. The RFP allows for either and the Village Board will review recommended proposal(s) in December or January.

Attachments:

Request for Proposals

REQUEST FOR PROPOSALS (RFP)

For the Development of Mixed Use or Multi-Family Residential at the 5+ acres of riverfront property located at:

7 Maiden Lane, East Dundee, IL 60118 (Former Haeger Pottery Factory)



Issued by: The Village of East Dundee

Issuance Date: June 27, 2024

Deadline for Responses: October 24, 2024



RFP Summary

The Village of East Dundee is seeking interested parties to redevelop the Village-owned 5+ acre riverfront property located at 7 Maiden Lane, East Dundee IL 60118.

The Village owns and is proposing to enter into a sale/redevelopment agreement for the seven (7) parcels at this location:

03-23-362-001	North half of primary parcel on Maiden Lane/River St
03-26-107-001	Southern half of primary parcel on River st/Williams pl
03-23-360-008	North East Corner of River & Maiden
03-26-106-001	Sliver of river frontage adjoining parking lot/proposed park space
03-26-106-002	Large river frontage for proposed park
03-23-360-009	Maiden Lane Lot North West Corner of Maiden
03-23-360-010	Maiden Lane Lot North West Corner of Maiden

Site Visits

The Village will host site visits of the property on the following two dates:

- July 25, 2024
- August 19, 2024

Tours begin at 10am and staff will be available on site to provide access to the interior of the former factory facility for the purpose of estimating demolition costs. Participants must wear proper personal protective equipment and sign waivers to enter. All parties who attend a site visit must retain a professional manner and are not allowed to question or discuss proposals with other visitors.

Questions & Answers with Staff

The Village will host two virtual meetings on the following dates:

- July 15, 2024 at 2pm
- August 21, 2024 at 10am

During Q&A staff will be available to answer questions pertaining to the site and the RFP. Persons wishing to attend virtual meetings should email Caleb Haydock at chaydock@eastdundee.net to be added to the virtual meeting invitation.

Existing Site Photo



RFP Scope

The Village of East Dundee (“Village”) is accepting requests for proposals (“RFP”) from qualified developers to purchase Village-owned vacant parcels which are located minutes from our vibrant downtown.

RFPs must be received electronically no later than October 24, 2024 by 3:00 p.m. at via email at fbottalico@eastdundee.net. RFPs received after the above date and time, or in any other location other than the above email address will not be considered. A copy of this RFP and any addition proposal information can be found at www.eastdundee.net.

Community Background:

The Village is a home-rule community incorporated in 1871 and operates under the President – Trustee form of government. The village is a mature community that is home to approximately 3,100 residents and lies on the Eastern banks of the Fox River in Kane County, just north of Elgin and 40 miles northwest of Chicago.

Site:

The seven parcels located on the site is located a walking distance from our downtown and surrounded by the Fox River to the west, and to the north, south and east a variety of single-family homes, commercial buildings and a church/school. The parcels are currently zoned M1 and B1, but rezoning proposals should be made as part of the submission.

The site once housed the Haeger Pottery factory; however the facility has not been in operation for many years.

Purpose:

The purpose of this RFP is to enter into a redevelopment agreement with a developer who will eventually purchase the property to construct mixed use commercial/residential or solely residential units. The number of units and/or homes to be constructed must be contained in the proposal and the Village Board will consider all proposals that fit within the context of the neighborhood and offer the Village the most compelling overall proposal.

The objective of this RFP process is to identify the organizations, entities, or persons which best meet the Village's goal of selling all owned parcels on this site for the intended purpose.

Greenspace

The land on the west side of River St should be converted to greenspace as part of any plan.

Financial Considerations (TIF) and Purchase Price:

The Village intends to award a real estate purchase contract by ordinance to organizations, entities or persons who will meet the Village's qualification criteria. The proposed purchase price is \$10, given that the site will require extensive costs to demolish the existing structures and possibly remediate existing soil conditions. The Village expects interested developers to incur these costs initially and the Village will rebate them.

The proposer must provide a detailed pro forma and provide supporting documentation sufficient to substantiate any requested financial considerations to make the project financially viable.

The Village is currently embarking on the process to create a Tax Increment Financing (TIF) district for this property. This new TIF will have a baseline increment of 0 and will generate an increment once redevelopment is completed. Developers shall clearly indicate what percentage of TIF reimbursement is being requested and for how long. The new TIF is anticipated to start in 2025 and will have a full 23-year life span.

Financial Capability to Execute the Project & Timeline

The most successful proposals will clearly demonstrate the proposer's financial capability to execute the project. Regarding the timeline, the selected developer will ideally make substantial progress toward beginning construction within 18-24 months of RFP award, absent unforeseen complications.

On Site Cellular Antenna

The site contains a cellular antenna on the existing water tower. All proposals should detail if this antenna can be incorporated into the redevelopment project or if relocation to a different facility will be required. Costs for relocation if necessary shall be provided as part of the proposal.

Soil Testing

Some soil testing has been conducted on the property recently and is available in the attachments. Additional testing may be necessary. Proposals should detail any experience proposers have redeveloping properties with soil issues.

Vacation of Roadway

The Village is open to creative ideas for the site, some of which may consider vacating portions of the roadway. Proposals should detail any requested vacation.

Submittal Requirements

Proposals must include the following components:

1. Cover letter – summarizing the proposer’s interest, commitment, proposed use (including unit count, site plan and renderings), and financial capability. Letter should also identify all individuals/corporations that would have ownership interest in the property. Information should include phone number and email address in the event follow-up questions on the proposal need to be asked by Village representatives.
2. Financial Considerations – Proposer must detail financial considerations requested for the successful redevelopment of the property and dollar amount of TIF assistance requested (if any TIF assistance is being requested). If TIF assistance is being requested, sufficient details should be provided to prove necessity.
3. Commitment to sustainability and All-Electric Build – Proposers must commit to building energy efficient all-electric units and meet minimum requirements to obtain the ComEd Multi-Family Standard. The Village may assist proposers with the application for energy efficiency rebates with ComEd (more information available at comed.com/electrichomes).
4. Proof of Financial Capability to Execute – Bank statements, proof of funds, loan approval or any other documentation sufficient to prove proposer has financial capability to execute on the proposal.
5. Timeline – proposed timeline of complete process from redevelopment agreement to occupancy.

Selection Process:

The successful proposer(s)/developer(s) will be recommended to the village board of trustees by a Selection Committee. The Selection Committee will look at the information provided under this RFP to make the recommendation. The Village Board is the approval authority and any contract award resulting from this RFP is subject to approval by the Village Board at a public board meeting. The Village Board of Trustees have the right to not select any proposer/developer from this RFP process.

Schedule for RFP Process:

October 24 – RFP submission due date by 3 p.m.

October 25 through November 25th – Review RFP submissions

November 10 through November 25th – Conduct interviews with proposer(s)/developer(s) (if necessary)

December 2024 / January 2025 – Village Board approval of selected proposer(s)/developer(s) by ordinance

The Village will make every effort to conclude the process by this date; however, the Village reserves the right to modify the proposal process and dates as necessary and to waive any requirements in this RFP.

Submission Deadline and Contact Information:

One (1) digital (Adobe® Portable Document Format) submission of the response materials shall be submitted on or before **3:00 p.m. on October 24, 2023** to Franco Bottalico at FBottalico@eastdundee.net with the subject line “7 Maiden Lane RFP”.

RFP Evaluation Criteria & Scorecard

Evaluation Criteria	5	4	3	2	1
Financial Capability to Execute Proposal					
Financial Considerations of the Project					
Organization and Completeness of Proposal					
Design					
High Quality Construction Materials					
Previous Experience					
Timeline					
TOTAL:					

Financial Capability to Execute Proposal

To what degree does the proposer have the financial means to follow through on the purchase of the property and execute the proposal.

Financial Considerations of the Project

How does the financial considerations and TIF assistance compare to those of other proposals.

Organization and Completeness of Proposal

To what degree does the proposal adhere to the requirements of the RFP. To what degree does the proposal meet stated contractual terms and conditions.

Design

How well will the proposal work within the context of the existing site and neighborhood.

High Quality Construction Materials / Best Practices

Extent to which the developer will build with high quality materials that enhance the neighborhood.

Previous Experience

Previous work will be reviewed and evaluated.

Timeline

To what degree does the proposal provide a realistic but aggressive timeline for completion of the redevelopment.

Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

General Information

Definition: A RFP is a method of procurement permitting discussions with responsible proposers and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Receipt and Handling of Proposals: Proposals shall be opened in private by the Selection Committee to avoid disclosure of contents to competing proposers.

Addenda: Addenda are written instruments issued by the Village prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications, or corrections.

Prior to the receipt of proposals, addenda will be emailed, mailed or faxed to all who are known to have received a complete Request for Proposals. After receipt of proposals, addenda shall be distributed only to the individuals who submitted proposals; and those proposers shall be permitted to submit new proposals or to amend those submitted. Each proposer shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such proposers has received all addenda, and that the proposer is familiar with the terms thereof and understands fully the contents of the addenda.

Discussion of Proposals: The Selection Committee may conduct discussions with any proposer who submits an acceptable proposal. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Selection Committee shall not disclose any information derived from one proposal to another proposer.

Negotiations: Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to accomplish the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village as contractually binding on the successful proposer. Successful bidder may also be required to execute a redevelopment agreement.

Confidentiality: The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFPs, a proposer must inform the Village in writing of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

The Village in accordance with the laws of the State of Illinois, hereby notifies all organizations and proposers that it will ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful organization, entity or person without discrimination on the grounds of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The Village reserves the right to reject any or all submittals when the public interest will be served thereby or to accept the submittal(s) deemed most advantageous to the Village.

Attachments / Links

1. Phase 1 Environmental Report
2. Soil Borings Report
3. Cellular Antenna Specifications
4. Riverfront Master Plan

Additional Photos













Blue outline indicates Village-Owned Property subject to this RFP

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Phil Cotter, Director of Public Works

Subject: Purchase/Location Recommendation of a Post Clock for the Depot Complex

Date: June 24, 2024

Recommended Action

Staff requests the Village Board select a location for a post clock from Lumichron Commercial Clocks to be installed at the Depot complex.

Funding Source

Staff proposes to use Downtown and Dundee Crossings Business Development District funds for this proposed project.

Summary

Staff is proposing to purchase and install a decorative post clock at the Depot complex. Of the two-sided (versus four-sided) options, staff recommends the Traditional Post Clock in the red and gold color scheme. The following images depict the recommended clock and colors.



Recommended Clock (2-sided)



Recommended Color: red

Attached to this memorandum are three proposed options for the location of the clock. These locations were chosen to avoid visual conflicts with street light poles and the light bollards along Meier Street. Each of the locations would require some trenching for electrical wiring for the clock. Lumichron provided a quotation (attached hereto) for the purchase of the Traditional Post Clock (11.5 feet in height) and specifications that include detailed information on the clock's construction. Below is a cost summary of the proposed project:

- | | |
|--|---|
| 1. Purchase of clock | \$10,675.00 |
| 2. Installation of clock
run to the location) | \$4,000.00 (estimate for installation and electricity to be |

Total Estimated Project Cost: \$14,675.00

Lead time for delivery is approximately 12 to 14 weeks and installation would take a day or two.

Attachments:

Location Options

Quotation

Specifications

Option 1:



Option 2:



Option 3:





2215 29th St. SE, Suite B-4
Grand Rapids, MI 49508
616-245-8888
karenm@Lumichron.com

QUOTATION

Date 5/21/2024

Document # 23086

Purchaser

Phil Cotter, Director of Public Works
(847) 844-1256 | pcotter@eastdundee.ne
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Project - Ship To

Description	Quantity	Price/Unit	Total USD
LUMICHRON "E. Howard" Model 2-Way Post Clock includes: A 30-inch diameter x 10-inch deep double-faced, fully enclosed all cast-aluminum head, overall height 11'7" including header panel. Features decorative plate panel with lettering, and post; for bolt-down installation; Powder coat finish in Tiger Brand Hammer Bengal Red #149/3333 with gold hand-painted accenting. Architectural & sign-grade finishes are rated for outdoor exposure. Bolt-down installation, bolts, and template provided in advance. Each clock face includes: ~Tempered Glass Crystals ~Unbreakable sign-grade UV protected translucent white polycarbonate Dials. ~Back-lit illuminated dial with warm-white LED's, long-life ~Dial and Hand design: TBD ~Header & Footer Panels - with dimensional (raised) lettering in gold: TBD ~A 24-volt impulse-drive Type Nu-90t Movement, each connects to the controller via a low voltage wire. The clock is supplied with one (1) fully automatic Clock Controller, type HN-61, GPS Antenna included (resets automatically for power interruptions and Daylight Saving Time changes, with 7-year lithium battery back-up), quartz-time based and wired to the clock with a low-voltage 24v wire (18-4 gauge). Timekeeping equipment made in Switzerland by Mobatime. Controller also turns illumination on at dusk and off at dawn. Controller is to be located in base of clock and is mounted in a water-resistant NEMA box, furnished with a 7' cord and plug (120v outlet) and a surge protector. 120v/60hz primary voltage. Not Included: Clock Installation, Footing, or Installation of footing. Crated, FOB Grand Rapids, Michigan, USA.	1	9,890.00	9,890.00
Optional, additional. Cast Bronze Plaque, 4" x 8" to be bolted to base of post clock.	0	345.00	0.00
Optional, additional. Engineered, stamped foundation plan, if required.	0	390.00	0.00
Estimated Shipping / Freight Charges; exact amount to be adjusted on final invoice. Freight estimate does not include limited access, construction site, residential, or rural addresses.	1	785.00	785.00
Lumichron Warranty and Terms of Sale: TERMS: 65% of the total is due as deposit. Our receipt of this downpayment will initiate your order. The balance is due at time of project shipment. DELIVERY/completion: Allow appx. 10 weeks. SALES TAX NOTE: Purchaser is responsible for Sales Tax. The price of our product excludes sales tax outside the State of Michigan. NOTE: Quoted Prices Are Valid for 60 Days. WARRANTY : Two years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. See next page for details.			
To confirm your order, please Sign, Date, and Return this order confirmation (or provide a signed purchase order) to karenm@lumichron.com. Signature _____ Date _____			
Thank you for awarding this project to LUMICHRON! Page 1	TOTAL		\$ 10,675.00



2215 29th St. SE, Suite B-4
Grand Rapids, MI 49508
616-245-8888
karenm@Lumichron.com

QUOTATION

Date 5/21/2024

Document # 23086

Purchaser

Phil Cotter, Director of Public Works
(847) 844-1256 | pcotter@eastdundee.ne
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Project - Ship To

Description	Quantity	Price/Unit	Total USD
<p>WARRANTY : Two (2) years on all parts and workmanship, does not include: service, labor or shipping costs, from date of delivery. The Products are warranted against any defects in material and workmanship for a period of 24 months as of the date of delivery. Interventions within the warranty do not imply extension of its duration. Concerning the software products, Seller only warranties their conformity insofar they have been installed according to Seller's specifications. Buyer alone assumes all responsibilities, other than conformity to the specifications, especially those concerning the adequacy of the software to his needs, the utilization of the software, and the qualifications and competence of his staff. Seller does not warranty that the Products will work without the interruptions and errors which may appear within this type of product under normal conditions of use. Within this warranty, the only responsibility of Seller is, at his choice, to replace free of charge or repair the Product of the element recognized as defective by his services, and which shall have been returned post-paid to Factory. Travel, postage and shipping charges, costs of installation, disassembly, and re-installation, and other similar charges, are at the expense of the Buyer. Warranty applies only to normal conditions of use of the systems. Excluded from Seller's warranty are (1) defects and deterioration from wear and tear, or external accidents (false assembly, defective maintenance, abnormal use, exposure to the elements, repairs or modifications affected without Seller's agreement, etc.), or from a modification of the Product neither foreseen nor specified by Seller; (2) visible defects, of which Buyer must avail himself immediately upon receipt of product (3) saving of data and programs, their re-installation after repair being at the expense of the Buyer; (4) direct, indirect or consecutive damage to Buyer or third parties as a result of the utilization of the Products; (5) possible damage caused to the Products or components during transportation; (6) accidents of persons, loss of revenue, etc. (7) the batteries, accumulators, lamps. There is no guarantee or warranty or liability except as here stated.</p> <p>INSTALLATION: Our warranty does not include the installation of our clocks unless performed by Lumichron. If Movement and Controller fail due to exposure to water or moisture (which can occur if there is incorrect installation of cover box) it is not covered by our warranty nor the manufacturer's warranty. The standard protocol for electrical and electronic equipment is: Keep away from moisture or water, or places where it could come in contact with water or moisture. Use a licensed electrician for installation and primary electrical connections.</p> <p>IF ORDER IS TO BE SHIPPED OUTSIDE THE UNITED STATES: Customer/Purchaser is responsible for import clearance costs including but not limited to: customs fees, broker fees, in-bound fees, customs, duties, taxes.</p> <p>RETURNS Since most of our clocks are custom-built, in general, returns are not accepted.</p> <p>ALES TAX Please provide Certificate of Sales Tax Exemption if applicable.</p>			
Thank you for awarding this project to LUMICHRON!			
Page 2			

LUMICHRON POST / STREET CLOCKS

Lumichron Post/Street Clocks feature a free-standing two or four-faced clock on a post for bolt-down installation onto a concrete foundation similar to a light pole. Traditional or Modern styled, with a variety of heights and head sizes, fully automatic time controls with internal back-lit illumination.

BENEFITS OF POST / STREET CLOCKS

An outdoor post/street clock is a great way to enhance a street-scape or park environment where people congregate and walk. A post clock is really an *Outdoor Time Feature Sculpture* which adds comfort and importance to a special area. With a header panel and/or a dial, it can easily be customized for naming for such things as memorials, cities, parks, dates, etc. Often it is the highlight of a project.

INSTALLATION

Typically a foundation is poured with bolts for the clock, similar to a light pole, with 120v power up through the center, typically performed by the site electrician. Site-specific engineering drawings are available or the clock can be bolted-down to an existing pad if thought suitable. If electrical service cannot be delivered, self-setting DD lithium industrial clock movements can be substituted.

STANDARD FEATURES

- Cast/fabricated all-aluminum post and head
- Finished in Architectural grade powder coating, hammer black, silver, bronze or green (black is the default color)
- Tempered glass crystals which don't haze and are very durable
- Fully automatic clock controls which reset automatically for DST changes and power interruptions
- Back-lit dial with warm (or cool, depending on the dial style) white LED's
- Illumination control by the masterclock - on/off dusk/dawn, self-adjusting
- Header panels (if applicable) with custom text
- Customizable dials
- Modern style head (24", 30", 36" or 42") can be sized with post heights
- Gold or silver pin-stripping on the bezels

CONSIDERATIONS WHEN ORDERING

- Viewing distance and angles for 2 or 4 faces
- Power supply requirements
- Foundation requirements

FOR PRICING, CSI SPECIFICATIONS, ETC., PLEASE CALL OR EMAIL



CRAFTSMANSHIP

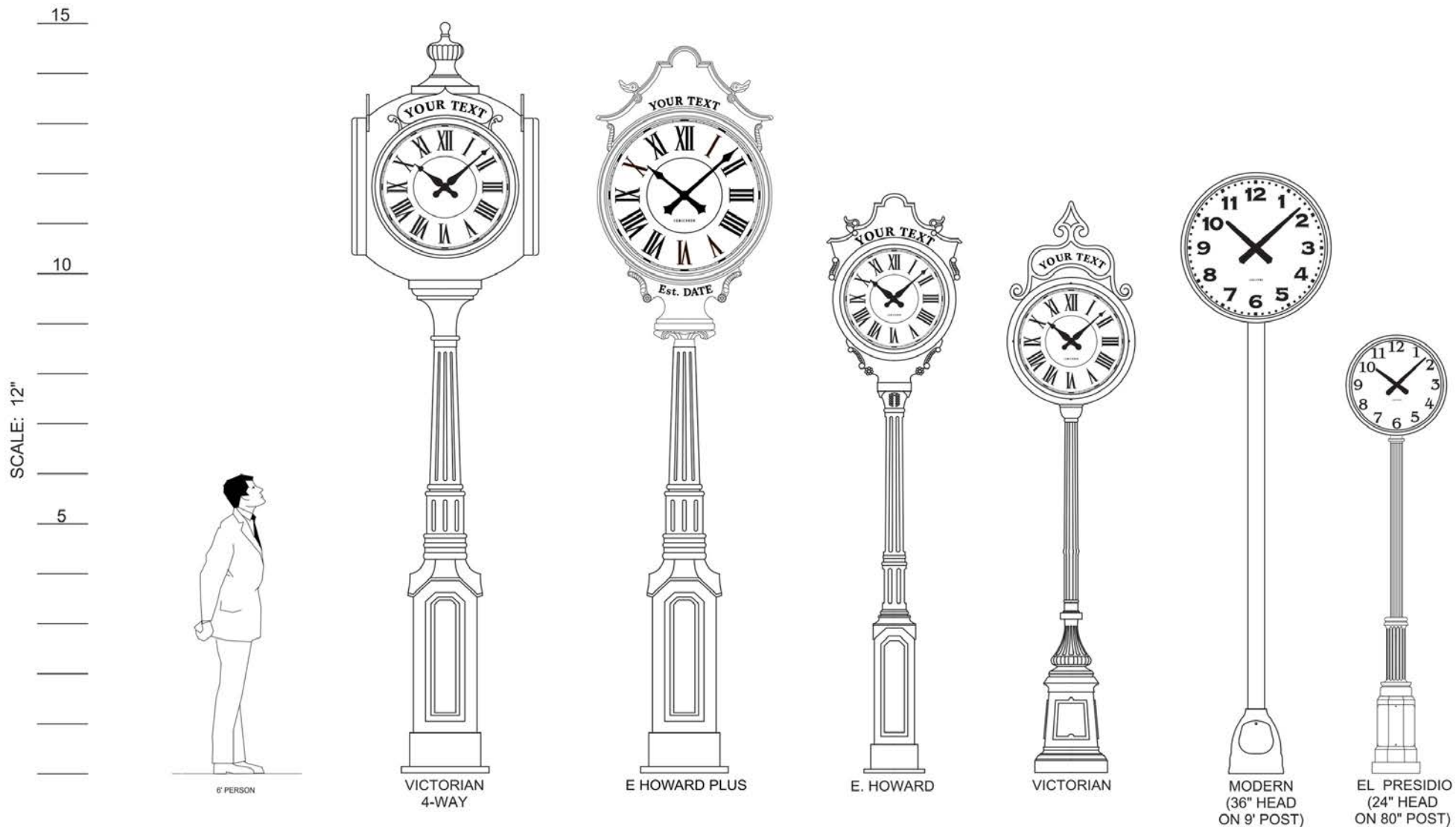
Every clock is built-to-order, by people passionate about the craft of building time for clients. Always personal, always on-time, and always on-budget.

TRADITION

From old world Roman style to contemporary modern, an analog clock is a notable feature bringing importance and comfort to the building

TECHNOLOGY

All clocks are digitally controlled and synchronized with GPS for accuracy



STANDARD FEATURES:

- FULLY AUTOMATIC CONTROL, RESETS FOR DST AND POWER INTERRUPTIONS
- BACK-LIT LED ILLUMINATION ON/OFF DUSK/DAWN
- ALL ALUMINUM CONSTRUCTION, POWDER COATED ARCHITECTURAL GRADE FINISH IN HAMMER BLACK (DEFAULT), GREEN OR SILVER
- HEADER PANELS WITH TEXT
- CUSTOMIZABLE DIALS FROM STANDARD SELECTION
- MIX-N-MATCH HEAD SIZES (24, 30, 36, 42) TO POST HEIGHTS FOR MODERN STYLE

TITLE:

STREET / POST CLOCKS

SCALE:

DATE:

DRAWN:

CHECKED:

DRAWING NO:

REVISION:



LUMICHRON.COM

2215 29TH ST. GRAND RAPIDS, MI. 49508
616-245-8888 IAN@LUMICHRON.COM

Memorandum



To: Village Board of Trustees
From: Jeff Lynam, Village President
Subject: Appointments to the Police Commission & the Depot Council
Date: June 24, 2024

Action Requested:

The Village President requests Village Board Advice and Consent to an Appointment to the Police Commission & Depot Council.

Summary:

Village President Lynam submits for advice and consent the following regular appointments:

Police Commission:

Name	Term Expiration
Scott Cox (as a replacement for Craig Martin)	June 24, 2027

Depot Council:

Name	Term Expiration
Kim Brunner	June 24, 2027
Peggy Scarpelli	June 24, 2027